

**Date 12/03/2024**

**FORM OF AGREEMENT**

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating  
amendments January 2019 and October 2020**

**Between**

**GOVERNMENT PROPERTY AGENCY (an Executive Agency of the Cabinet Office)**

**And**

**GLEEDS COST MANAGEMENT LIMITED**

**For the provision of**

**PROJECT MANAGEMENT AND COST MANAGEMENT SERVICES**

**THIS AGREEMENT BY DEED is made the 12 day of March 2024**

**PARTIES:**

1. **The Government Property Agency** (on behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency) of 23 Stephenson Street (9th floor) Birmingham, B2 4BH (the "**Client**"); and
2. **Gleeds Cost Management Limited** which is a company incorporated in and in accordance with the laws of England (Company No. 06472932 whose registered office address is at 95 New Cavendish Street, London, England, W1W 6XF (the "**Consultant**").

**BACKGROUND**

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165) which is dated 1 October 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "**Supplier Alliance Member**".
- (C) On the 28 February 2023 the *Client*, acting as part of the Crown, and in the Framework Agreement is identified as a "**Contracting Authority**" invited the *Consultant* along with other framework suppliers to tender for the *Client's* construction professional team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the 6 April 2023 the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.
- (E) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:  
  
The main option shall be selected in accordance with the contract  
  
W2  
  
Option X2, X4, X8, X10, X11 and X18 and  
  
Option Y(UK)2

which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "**the contract**" are references to this contract.

Note Options W1, Y(UK)1, X1, X3, X5, X6, X7, X12, X13 and X20 are not used

4. This contract and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

**EXECUTED** as a **DEED** by the parties on the date which first appears in this Deed.

**EXECUTED** (but not delivered until the date  
hereof) **AS A DEED** by **GOVERNMENT PROPERTY**  
**AGENCY** an executive agency of the cabinet office  
acting by two authorised signatories:

.....  
**Redacted under FOIA section**  
**40, Personal Information**

.....  
**Redacted under FOIA section**  
**40, Personal Information**

**EXECUTED** (but not delivered until the  
date hereof) **AS A DEED** by **GLEEDS**  
**COST MANAGEMENT LIMITED**  
acting by **Redacted under FOIA**  
**section 40, Personal Information** a  
director and

**Redacted under FOIA section 40,**  
**Personal Information** a director

.....  
**Redacted under FOIA section 40,**  
**Personal Information**

.....  
**Redacted under FOIA section 40,**  
**Personal Information**

# Professional Services Contract: Contract Data

## Part one – Data provided by the *Client*

**1 General** The *conditions of contract* are the core clauses and the clauses for the following main option, the option for resolving and avoiding disputes and the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option C

Option for resolving and avoiding disputes W2

Secondary Options X2, X4, X8, X10, X11, X18, Y(UK)2 and Z clauses.

The *service* is as set out in Part 1 of the Scope and specialist services as set out in Part 2 of the Scope

The *Client* is the Government Property Agency an Executive Agency of the Cabinet Office

*Address for communications:*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

The *Service Manager* is Government Property Agency an Executive Agency of the Cabinet Office or such other party as may be notified by the *Client* to the *Consultant*.

*Address for communications:*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

The Scope is in Schedule 2 of the Form of Agreement

The *language of the contract* is English.

The *law of the contract* is the law of England and Wales and the Courts of England and Wales, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts.

Where legislation is expressly mentioned in this Call Off Contract the legislation of the country selected here, shall have the effect of substituting the equivalent country's legislation.

The *period for reply* is two weeks except that

The *period for reply* for any health and safety matter is twenty four (24) hours

Where periods other than two (2) weeks are required for certain communications they will be agreed within 4 weeks of the Contract Date and confirmed in writing by the *Service Manager*. Such notification is not a compensation event.

The *period for retention* is twelve (12) years following Completion or earlier termination.

The following matters will be included in the Early Warning Register when notified to the *Consultant* by the *Service Manager* along with any other matters which may be specified in each Task Order.

Early warning meetings are to be held at intervals no longer than five (5) weeks in relation to providing the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)

Early warning meetings for a Task are held at intervals no longer than the period specified in each Task Order.

## **2 The *Consultant's* main responsibilities**

**If the Client has identified work which is set to meet a stated *condition* by a *key date***

The *key dates* and *conditions* to be met in relation to providing the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope) shall be confirmed by the *Service Manager*.

The *key dates* and *conditions* to be met for a Task will be specified in a Task Order.

**If Option A is used**      N/a

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* to provide the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope) at intervals no longer than five (5) weeks for a Task at intervals no longer than as set out in each Task Order.

**3 Time**      *The starting date* is the date the *Consultant* starts to Provide the Service.

The *Client* provides access to the following persons, places and things as may be confirmed by the *Service Manager* or as specified in each Task Order as the case may be.

The *Consultant* submits revised programmes at intervals no longer than five (5) weeks and/or a revised Plan at intervals no longer than five weeks unless otherwise specified in a Task Order.

**If the *Client* has decided the completion date for the whole of the service**

The *completion date* for the whole of the service shall be four years from the Contract Date subject always to the *Client's* right to extend the *completion date* in accordance with clause Z111.

**If no programme is identified in part two of the Contract Data**

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is five (5) weeks

#### **4 Quality Managemen t**

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is five (5) weeks

The *defects date* for a Task is fifty two (52) weeks from Task Completion unless otherwise specified in a Task Order.

The *defects date* for any other part of the service as set out in Part S205.1 (Programme of Services) of the Scope is fifty two (52) weeks from Completion of the whole of the service.

#### **5 Payment**

The *currency of the contract* is the pounds sterling (£).

The *assessment interval* is four (4) weeks

**If the *Client* states any expenses**

N/a

The *interest rate* is two per cent (2%) per annum above the Bank of England base rate in force from time to time.

**If the period in which payments are made is not three weeks and Y(UK)2 is not used**

The period within which payments are made is 30 days

If Option C or E is used and the *Client* states any locations N/a.

If Option C is used The *Consultant's* share percentages and the share ranges are

<i>share range</i>	<i>Consultant's share percentage</i>
less than 90%	50%
from 90% to 98%	50%
from 98% to 100%	0%
100%	0%
from 100% to 102 %	0%
from 102% to 110%	50%
greater than 110%	100%

## 6 Compensation events

If there are additional compensation events

No additional compensation events unless expressly included in a Task Order and to the extent a compensation event is included in a Task Order it would only apply to that specific Task Order.

## 8 Liability and insurance

If there are additional *Client* liabilities

Any additional *Client* liabilities for a Task will be set-out in a Task Order.

There are no additional *Client* liabilities in relation to Part S205.1 (Programme of Services) of the Scope.

The amounts of insurance and the periods for which the *Consultant* maintains insurance are



event	cover	Period	
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	Redacted Under the FOIA Section 43, Commercial Interests	from the <i>starting date</i> until 12 years following completion of the whole of the <i>service</i> or earlier termination	
	loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	£10,000,000	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	£10,000,000	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
<b><i>If the Client provides insurances from the Insurance table</i></b>		The <i>Client</i> provides these insurances from the insurance table N/a	
<b><i>If additional insurances are provided</i></b>		N/a	
<i>The Consultant's</i> total liability to the <i>Client</i> for those parts of the <i>service</i> to be carried out in accordance with Part S205.1 (Programme of Services) of the Scope is limited to £10,000,000.			
<i>The Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with each Task Order, other than the excluded matters, is limited to £10,000,000 for each and every claim for each Task Order			

**Resolving  
and avoiding  
disputes**

The *tribunal* is litigation

The *Representatives* of the *Client* are

**Redacted under FOIA section 40,  
Personal Information**

*Address for communications*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal  
Information**

**Redacted under FOIA section 40, Personal  
Information**

*Address for communications*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

The *Senior Representatives* of the *Client* are

**Redacted under FOIA section 40, Personal Information**

*Address for communications*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

**Redacted under FOIA section 40, Personal Information**

*Address for communications*

Government Property Agency,  
9th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4 BJ

*Address for electronic communications:*

**Redacted under FOIA section 40, Personal Information**

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by TECSA or nominated by the *Adjudicator nominating body* in the absence of agreement and their address for communications and electronic communications shall be confirmed upon their appointment.

The *Adjudicator nominating body* is TECSA

**Option X2 Changes**   **If Option X2 is used**  
**in the law**

*The law of the project* is the law of England and Wales

**Option X4**

**Ultimate holding company guarantee**  
**and/or performance**  
**bond**

- If the *Consultant* is a subsidiary of another company, the *Consultant* gives to the *Client* a guarantee of the *Consultant's* performance from the ultimate holding company of the *Consultant* in the form set out in the Scope where requested in a Task Order.
- The *Consultant* may propose an alternative guarantor who is also owned by the ultimate holding company for acceptance by the *Service Manager*. A reason for not accepting the guarantor is that its commercial position is not strong enough to carry the guarantee.
- At the *Client's* ultimate discretion, the *Client* may require the *Consultant* to provide a bond in the form set out in the Scope where

requested in a Task Order.

**Option X8 Undertakings to Others**

**If Option X8 is used**

The *undertakings to Others* are the collateral warranty agreements in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of any third party as identified in a Task Order.

The *subconsultant undertakings to Others* are the subconsultant collateral warranties in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of the *Client* and any third party as identified in a Task Order.

**Option X10 Information modelling**

**If Option X10 is used**

**If no *information execution plan* is identified in part two of the Contract Data**

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is by the date stated in each Task Order.

**Option X18 Limitation of liability**

**Redacted under the FOIA Section 43, Commercial Interests**

**Option Y(UK)2 The Housing Grants, Construction and Regeneration Act**

**If Y(UK)2 is used**

<b>If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due</b>	The period for payment is thirty (30) days after the date on which a payment becomes due
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**Option Z** The *additional conditions of contract* are as set out below and as further detailed in the Standard Boilerplate Amendments appended in Schedule 1 of the Form of Agreement.

**Contract  
Data  
relating to  
Z  
clauses**

**Option Z2 Identified and defined terms**  
applies

**Option Z4 Admittance to Client's Premises**  
applies

**Option Z5 Prevention of fraud and bribery**  
applies

**Option Z6 Equality and diversity**  
applies

**Option Z7 Legislation and Official Secrets**  
applies

**Option Z8 Conflict of interest**  
applies

**Option Z9 Publicity and Branding**  
applies

**Option Z10 Freedom of information**  
applies

**Option Z13 Confidentiality and Information Sharing**  
applies

**Option Z14 Security Requirements**  
applies

**Option Z16 Tax Compliance**  
applies

**Option Z22 Fair payment**

applies

**Option Z42 The Housing Grants, Construction and Regeneration Act 1996**

applies

**Option Z44 Intellectual Property Rights**

applies

**Option Z45 HMRC Requirements**

applies

**Option Z46 N/a**

**Option Z47 Small and Medium Sized Enterprises (SMEs)**

applies

The percentage of the *Consultant's* Subcontractors required to be SMEs is  
0%

**Option Z48 Apprenticeships**

applies

**Option Z49 Change of Control**

applies

**Option Z50 Financial Standing**

applies

**Option Z51 Financial Distress**

applies

**Option Z52 Records, audit access and open book data**

applies

**Option Z100 Data Protection**

applies

**Option Z101 Cyber Essentials**

applies

**Other Additional conditions of contract** are as set out in the Standard Boilerplate Amendments to the NEC4 PSC April as amended for and set out in Schedule 1 of this Form of Agreement.

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## Part two – Data provided by the *Consultant*

### 1 Statements given in all contracts

The *Consultant* is Gleeds Cost Management Limited

*Address for communications*

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*Address for electronic communications*

**Redacted under FOIA section 40, Personal Information,**

**Redacted under FOIA section 40, Personal Information and**

**Redacted under FOIA section 40, Personal Information**

The *key persons* are Name:

**Redacted under FOIA section 40, Personal Information**

Job: **Redacted under FOIA section 40, Personal Information**

The *fee Percentage* is **Redacted under FOIA section 43, Commercial Interests**

Experience: 10+ years

Responsibilities: **Redacted under FOIA section 40, Personal Information**

Name: **Redacted under FOIA section 40, Personal Information**

Job: **Redacted under FOIA section 40, Personal Information**

Experience: 10+ years

The following matters will be included in the Early Warning Register – none to note at Contract Date – along with any other matters which may be specified in each Task Order

**2 The Consultant's main responsibilities**  
**If the Consultant is to provide the Scope**

The *Consultant* is not to provide the Scope

**3 Time**

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**If a programme is to be identified in the Contract Data**

The programme identified in the Contract Data is to be provided in accordance with section 3 Part 1 of the Contract Data

**If the *Consultant* is to decide the *completion date* for the whole of the *service***

The *completion date* for the whole of the *service* shall be four years from the Contract Date subject always to the *Client's* right to extend the *completion date* in accordance with clause Z111

### **5 Payment**

**If the *Consultant* states any *expenses***

N/a

**If Option A or C is used**

The *activity schedule* is in Schedule 3 of this Form of Agreement.

The tendered total of the Prices for the service is **Redacted under FOIA section 43, Commercial Interests**

**Resolving and avoiding disputes**

The *Representatives* of the *Consultant* are

**Redacted under FOIA section 40, Personal Information**

*Address for communications:*

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*Address for electronic communications:*

**Redacted under FOIA section 40,  
Personal Information**

*Address for communications:*

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England,  
W1W 6XF

**Option X10 Information modelling    If Option X10 is used**

**If an *information execution plan* is to be  
identified in the Contract Data**

The Information Execution Plan identified in  
the Contract Data Part shall be specified in  
each Task Order.

**Data for the Short Schedule of Cost  
Components**

The *overhead percentages* for the cost of support people and office  
overhead are 1 **Redacted under FOIA section 43, Commercial  
Interests.**

**Data for the  
Short Schedule  
of Cost  
Components**

As set out in Schedule 3

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## **SCHEDULE 1**

**Additional conditions of contract and z clauses**

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# STANDARD 'BOILERPLATE' AMENDMENTS

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NEC4 PSC JUNE 2017 (including amendments issued JANUARY 2019 and  
OCTOBER 2020)

The standardised 'boilerplate' amendments project addresses a need to simplify the inclusion of government-specific clauses to the NEC, JCT and PPC2000 contracts. Centrally mandated government policies and some legislative requirements were being applied by a range of government departments, but as separate operations and with differing approaches. Scope was identified for a simple and standard set of terms which provide a unified front to implement policy and reduce the need for excessive additional drafting, creating a more efficient standardised approach. These terms would be applied across government construction contracts.

In order to bring about this situation, a cross-governmental review of construction contract amendments was undertaken by the Crown Commercial Service (CCS) and the Infrastructure and Projects Authority (IPA). Eighteen clauses were identified as those which would benefit most from the standardisation described above. These clauses were reviewed and redrafted to enhance their ease of comprehension, with the core wording translated to NEC, JCT and PPC2000 terminology.

These twenty four clauses are replicated within the NEC, JCT and PPC2000 boilerplate documents. This is the **NEC4 PSC version**.

The clauses should be **unamended** save for those instances with an additional guidance note. Not all will be relevant to each project, and additional clauses may be required where not covered by this document. Those 'boilerplate' clauses not required can be removed and additional, project specific clauses may be added.

## Process

The clauses are amended to the contract by way of an additional Schedule of Amendments. This must be referred to in the base contract. The following segment indicates the modification which must be made to the base contract, as well as the steps needed to incorporate the Boilerplate Amendments.

## **NEC4 Professional Services Contract**

- In Contract Data Part One, complete the clause headed "If Option Z is used" to read:

The *additional conditions of contract* are as detailed in the appended Schedule of Amendments which is to be read and construed accordingly.

- Append pages 8 to 50 of this Standard 'Boilerplate' Amendments document to the standard contract document as this Schedule of Amendments.
- Remove or strikethrough those clauses which do not apply to the current project and amend terms as provided by guidance notes.
- Add additional, project specific amendments in the normal way.



## Table of Contents

<b>Summary of Clauses</b>	4
<b>NEC 4</b>	8
Z2 Definitions	8
Z4 Admittance to Client's Premises	11
Z5 Prevention of Fraud and Bribery	12
Z6 Equality and Diversity	13
Z7 Legislation and Official Secrets	14
Z8 Conflicts of interest	14
Z9 Publicity and Branding	14
Z10 Freedom of Information	15
Z13 Confidentiality and Information Sharing	15
Z14 Security Requirements	18
Z16 Tax Compliance	18
Z22 Fair Payment	18
Z42 The Housing Grants, Construction and Regeneration Act 1996	19
Z44 Intellectual Property Rights	19
Z45 HMRC Requirements	20
Z46 MOD DEFCONS	20
Z47 Small and Medium Enterprises (SMEs)	20
Z48 Apprenticeships	21
Z49 Change of Control	22
Z50 Financial Standing	22
Z51 Financial Distress	23
Z52 Records, audit access and open book data	23
Z100 GDPR	24
Z101 Cyber Essentials	24
<b>Schedules</b>	
Financial Distress	25
GDPR	30
Security Provisions	37
Cyber Essentials	49

## **SUMMARY OF CLAUSES**

The following descriptions are of all the clauses addressed by the Standard 'Boilerplate' Amendments project. It should be noted that some of the clauses differ from document to document.

### **1. Definitions**

A list of additional definitions must be included as an amendment to help explain the meaning of subsequent Boilerplate clauses.

### **2. Admittance to Client's premises**

This clause specifies additional provisions around how individual people may be admitted to the Client's premises, and the considerations which must be taken. This includes (but is not limited to) the provision of a list of employee names, obligations as to security passes, and the prevention of unauthorised access or taking of photographs.

### **3. Prevention of Fraud and Bribery**

The Boilerplate clause expands the coverage of the standard contract Fraud and Bribery provisions. It introduces a 'Prohibited Act', also defined in the Boilerplate document, which must not be committed and which must be subject to suitable caution and management. The Consultant must hold subconsultants to the same standards, keep appropriate records of compliance, and immediately notify the Client of potential breaches and work with them to rectify the situation.

### **4. Equality and Diversity**

This introduces an enforceable contractual obligation on the Consultant to comply with laws on equality and discrimination.

### **5. Official Secrets Act**

Consultants are often required to abide by this Act due to the sensitive nature of some public sector projects. The Boilerplate clause saves Clients from drafting this themselves if required, creating an obligation to comply with this Act and, where appropriate, section 11 of the Atomic Energy Act 1946.

### **6. Conflicts of Interest**

The Framework Agreement contains provisions for Consultants to avoid conflicts of interest and to notify them where they arise. This clause applies the same to the call-off contract and includes a right for the Client to terminate the contract if there is, or if the Client considers there to be, an actual conflict or a potential conflict of interest.

### **7. Publicity and Branding**

Clients may not wish Consultants to publicise a project or make reference to a project in the Consultant's promotional material. This clause prevents the Consultant from doing so without the Client's consent.

## 8. Freedom of Information

As government departments are usually required to comply with Freedom of Information Act requests, extra clauses detailing how this obligation is to be respected must be included. The Boilerplate clause obliges the Consultant to work with the Client in satisfying these requests in certain ways. Among other considerations, this involves the retention and transferral of relevant information, communicating requests for information to the Client in a timely manner, and generally helping the Client in responding to the request.

## 9. Confidentiality and Information Sharing

Some public sector information is sensitive and cannot be shared, while at other times organisation must share details about its processes in the interest of transparency. As such, this clause provides obligations for both parties to safeguard confidential information, exceptions where that obligation does not apply, and additional restrictions on the Consultant and further rights for the Client.

## 10. Security Requirements

This clause is a preface to a schedule requiring the Consultant to create and maintain a comprehensive Information Security Management System. This must be agreed with the Client, contain measures sufficient to ensure security on the project in question, and be regularly reviewed to reflect changes in good practice or project details. It must be tested appropriately and be fully compliant with ISO 27001, subject to audits as required. The schedule also indicates some of the steps to be taken in the event of a security breach.

## 11. Tax Compliance

With the inclusion of this clause, the Consultant is under an obligation to notify the Client of relevant Tax Non Compliance. The Consultant must provide more information if the Occasion of Tax Non Compliance occurs prior to the end of the defects correction period (NEC) / Rectification Period (JCT and PPC).

## 12. Fair Payment

This is a clause also aimed at improving how subconsultants are paid, similarly endorsed in the Government Construction Strategy 2016. Obligations are placed on the Consultant to assess and promptly pay subconsultants, and to ensure that these obligations are also included in their contracts with subconsultants.

## 13. The Housing Grants, Construction and Regeneration Act 1996 ('Construction Act 2011')

This is an NEC-only clause which expands on an existing provision. If NEC Option Y(UK)2 applies, then the Construction Act also applies to this contract even if the project is in Northern Ireland.

## 14. Intellectual Property Rights

This indicates that the Consultant provides to the Client an irrevocable, royalty free and non-exclusive licence to use the Intellectual Property of the Consultant. The Client may transfer these rights in a variety of circumstances, and the Consultant is subject to a number of

additional obligations.

#### 15. HMRC Requirements

This provision is applicable only to HMRC projects and contracts. It incorporates their special terms and conditions.

#### 16. MOD DEFCONs

This provision is applicable only to Ministry of Defence projects and contracts. It incorporates their special terms and conditions.

#### 17. Small and Medium Enterprises (SMEs)

Government policy dictates that SMEs should be encouraged and brought into public sector projects, as reinforced in the Government Construction Strategy 2016, Construction Sector Deal and Construction 2025. There is a general target for 33% of central government procurement spend going to SMEs by 2022. This Boilerplate clause requires Consultants to employ a certain amount of SMEs as subconsultants, and to respect a number of other obligations regarding reporting and how they manage these SMEs.

#### 18. Apprenticeships

In a similar way to SMEs, there is an overarching government policy for public sector organisations to promote the creation and use of apprenticeship schemes, as per the Government Construction Strategy 2016, the Construction Sector Deal and Construction 2025. In particular, a 2015 Procurement Policy Note describes the steps that public sector organisations must take to ensure they are meeting the government's apprentice aims. This Boilerplate provides a way for Clients to ensure that Consultants do this by creating an obligation to employ certain amounts of apprentices. They must also provide further training opportunities and information about the Government Apprenticeship programme, and engage with the Service Manager to review and discuss a number of measures relating to Apprenticeships.

#### 19. Change of Control

The Framework Agreement contains provisions for alliance members to notify changes of control – for example through changes in voting rights, share capital or control of assets - where they arise. This clause applies the same to the call-off contract and includes a right for the Client to terminate the contract if there is a change of control.

#### 20. Financial Standing

This clause replicates the clause in the Framework Agreement which allows for termination if there is a change in the Consultant's financial standing which affects or may affect the Consultant's ability to perform the contract.

#### 21. Financial Distress

This clause is based in the schedule to the Framework Agreement and is a more detailed provision on changes to the Consultant's credit rating, requiring the Consultant to provide a satisfactory continuity plan for approval. It also allows for termination if the Consultant fails to notify a significant downgrade in its credit rating, or fails to produce or comply with an

approved continuity plan.

## 22. Records, audit access and open book data

This clause requires the Consultant to maintain full and accurate records and accounts of the operation of the contract including the service and the amounts paid by the Client. The Consultant is required to provide access to these records to any Client or other government auditor.

## 23. Data Protection

With the advent of the General Data Protection Regulation (as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), every construction project is required to include provisions within their contracts to ensure compliance. The Boilerplate document includes a Schedule so these regulations can be complied with, with areas for the parties to fill in to reflect project specific data protection requirements.

## 24. Cyber Essentials

This clause provides a way to include the Government Cyber Essentials scheme into construction projects. This scheme provides for a number of controls which organisations should implement to reduce the risk of common internet based threats. The clause lists obligations on the Consultant to provide proof of the required certification at certain stages of the project, and to apply the same obligations to its sub-consultants.

## 25. Project Bank Accounts

The Project Bank Accounts scheme is a government policy aimed at enhancing the speed with which payment progresses down the construction supply chain. The scheme has been promoted in the Government Construction Strategies and should be used within central government projects unless there are compelling reasons not to do so. Amended provisions have not been included within this boilerplate document, however their use is encouraged. They should be incorporated using the standard facilities within NEC, JCT and PPC documents.

# SCHEDULE OF AMENDMENTS TO NEC4 PROFESSIONAL SERVICES CONTRACT

## Option Z2 - Identified and defined terms

Clause 11.2 is amended as follows:

### 11.2 (2)

- at the end of bullet point 2 delete “.” and insert “and”
- insert new bullet point 3 “the completion by the *Consultant* of all of its obligations pursuant to the Exit Provisions”

11.2 (12) in line 2 after “all incidental work” insert “which shall include the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope) and any Task (as set out in Part 205.2 (Task Order Scope of Services) of the Scope).”

### 11.2 (13)

- in line 1 after “information which” insert “which may be subject to a “Continuous Improvement Update.”
- in bullet point 4 after “contract” insert “and which may be an instruction to proceed with a Task. Where an instruction is issued to proceed with a Task the Scope will be updated to include the Plan.”

11.2 (15) in line 1 after “in the” insert “Short”

11.2 (17) in line 1 after “in the” insert “Short”

Insert new clause 11.3:

### 11.3 (1) Auditor is:

- the *Client*’s internal and external auditors;
- the *Client*’s statutory or regulatory auditors;
- the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- HM Treasury or the Cabinet Office;
- any party formally appointed by the *Client* to carry out audit or similar review functions;
- and

- successors or assigns of any of the above;

11.3 (2) Change of Control is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

11.3 (3) Client Confidential Information is all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the *Client*, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

11.3 (4) Client Data is the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and

- which are supplied to the *Consultant* by or on behalf of the *Client*,
- which the *Consultant* is required to generate, process, store or transmit pursuant to this contract or
- which are any Personal Data for which the *Client* is the Data Controller to the extent that such Personal Data is held or processed by the *Consultant*.

11.3 (5) Client's Premises are premises owned, occupied or leased by the *Client* and the site of any works to which the *service* relates.

11.3 (6) Commercially Sensitive Information is the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the *Consultant*, the charges for the *service*, its IPR or its business or which the *Consultant* has indicated to the *Client* that, if disclosed by the *Client*, would cause the *Consultant* significant commercial disadvantage or material financial loss.

11.3 (7) Confidential Information is the *Client's* Confidential Information and/or the *Consultant's* Confidential Information.

11.3 (8) Contracting Body is any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Works, Service and Supply) (Amendment) Regulations 2000 other than the *Client*.

11.3 (9) *Consultant's* Confidential Information is any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and consultants of the *Consultant*, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.

11.3 (10) Crown Body is any department, office or agency of the Crown.

11.3 (11) DASVOIT is the Disclosure of Tax Avoidance Schemes: VAT and other indirect taxes contained in the Finance (No.2) Act 2017.

11.3 (12) Data Controller has the meaning given to it in the Data Protection Legislation.

11.3 (13) Data Protection Legislation is (i) the GDPR, (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy, which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

11.3 (14) DOTAS is the Disclosure of Tax avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

11.3 (15) Environmental Information Regulations is the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.

11.3 (16) FOIA is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

11.3 (17) General Anti-Abuse Rule is

- the legislation in Part 5 of the Finance Act 2013 (as amended) and
- any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements and to avoid national insurance contributions.

11.3 (18) Halifax Abuse Principle is the principle explained in the CJEU Case C-255/02 Halifax and others.

11.3 (19) Intellectual Property Rights or "IPRs" is

- copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information,
- applications for registration, and the right to apply for registration, for any of the rights listed in the first bullet point that are capable of being registered in any country or jurisdiction,
- all other rights having equivalent or similar effect in any country or jurisdiction and
- all or any goodwill relating or attached thereto.

11.3 (20) Law is any law, statute, subordinate legislation within the meaning of section 21(1)



of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the *Consultant* is bound to comply under the *law of the contract*.

#### 11.3 (21) An Occasion of Tax Non-Compliance is

- where any tax return of the *Consultant* submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of
- a Relevant Tax Authority successfully challenging the *Consultant* under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle or
- the failure of an avoidance scheme which the *Consultant* was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DAVOIT, DOTAS or VADR or any equivalent or similar regime and

where any tax return of the *Consultant* submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Date or to a civil penalty for fraud or evasion.

#### 11.3 (22) Personal Data has the meaning given to it in the Data Protection Legislation.

#### 11.3 (23) Prohibited Act is

- to directly or indirectly offer, promise or give any person working for or engaged by the *Client* or other Contracting Body or any other public body a financial or other advantage to:
  - induce that person to perform improperly a relevant function or activity or
  - reward that person for improper performance of a relevant function or activity,
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract,
- committing any offence
  - under the Bribery Act 2010 (or any legislation repealed or revoked by such Act),
  - under legislation or common law concerning fraudulent acts or
  - defrauding, attempting to defraud or conspiring to defraud the *Client* or
- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK.

#### 11.3 (24) Request for Information is a request for information or an apparent request under

the Code of Practice on Access to government Information, FOIA or the Environmental Information Regulations.

11.3 (25) Relevant Requirements are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

11.3 (26) Relevant Tax Authority is HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the *Consultant* is established.

11.3 (27) Security Policy means the *Client's* security policy attached as Appendix 1 to Contract Schedule J (Security Provisions) as may be updated from time to time.

11.3 (28) VADR is the VAT disclosure regime under Schedule 11A of the Value Added Tax Act 1994 (VATA 1994) (as amended by Schedule 1 of the Finance (No. 2) Act 2005).

11.3 (29) A Task is work included in the *service* which the Service Manager instructs the *Consultant* to carry out and for which a Task Order plan is required setting out Task Start Date, the Task Completion Date and each Key Date for the Task.

11.3 (30) A Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with the contract.

11.3 (31) Task Completion is when the *Consultant* has

- done all the work which the Task Order states is to be done by the Task Completion Date and
- corrected Defects which would have prevented the *Client* from using the *service* or Others from doing their work.

If the work the which the *Consultant* is to do by the Task Completion Date is not stated in the Task Order, Completion is when the *Consultant* has done all the work necessary for the *Client* to use the *service* and for Others to do their work.

11.3 (32) A Task Start Date is the date of the Task Order unless later changed in accordance with any *Service Manager's* instruction.

11.3.(33) A Task Order is the *Service Manager's* instruction to carry out a Task. A Task Order cannot be instructed if the Task Completion Date is not on or before the *completion date* for the whole of the *service*.

11.3 (34) An Accepted Task Order Plan is the plan identified in the Task Order or is the latest Task Order plan accepted by the *Service Manager*. The latest Task Order plan accepted by the *Service Manager* supersedes previous Accepted Task Order Plan.

11.3 (35) Price for Service Provided to Date for a Task is the total Defined Cost for that Task which the *Service Manager* forecasts will have been paid by the *Consultant* for that Task before the next assessment date plus the Fee

11.3 (36) Continuous Improvement Update is any update which may be made to the Scope further to any discussions between the *Service Manager* and the *Contractor* following the completion of any Task Order. Any Continuous Improvement Update or any instruction related

to Continuous Improvement Update shall not be a Compensation Event and shall not have any change to the Prices.

11.3 (37) Property is that part of the Client's Premises to which a Task relates and which shall be properly described and shown on the Property Drawing.

11.3 (38) Property Drawing is the plan included in the Scope for any Task Order.

11.3 (39) Exit Provisions are as set out in the Scope.

11.3.(40) The People Rates are the *people rates* unless later changed in accordance with the contract and are the *Consultant's* tendered rates and not the actual costs to provide the *service* subject to any annual amendment in accordance with clause Z115 and Schedule 6.

#### **Option Z4 - Admittance to Client's Premises**

Insert new clause 18A:

18A.1 The *Consultant* submits to the *Service Manager* details of people who are to be employed by it and its Subcontractors in Providing the Service. The details include a list of names and addresses, the capabilities in which they are employed, and other information required by the *Service Manager*.

18A.2 The *Service Manager* may instruct the *Consultant* to take measures to prevent unauthorised persons being admitted to the Client's Premises and/or the Property as the case may be.

18A.3 Employees of the *Consultant* and its Subcontractors are to carry a *Client's* pass and comply with all conduct requirements from the *Client* whilst they are on the Client's Premises.

18A.4 The *Consultant* submits to the *Service Manager* for acceptance a list of the names of the people for whom passes are required. On acceptance, the *Service Manager* issues the passes to the *Consultant*. Each pass is returned to the *Service Manager* when the person no longer requires access to that part of the Client's Premises or after the *Service Manager* has given notice that the person is not to be admitted to the Client's Premises.

18A.5 The *Consultant* does not take photographs of the Client's Premises or of the Property or of work carried out in connection with the *service* unless it has obtained the acceptance of the *Service Manager*.

18A.6 The *Consultant* takes the measures needed to prevent its and its Subcontractors' people taking, publishing or otherwise circulating such photographs.

#### **Option Z5 - Prevention of fraud and bribery**

Insert new clauses:

17.4.1 The *Consultant* represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Contract Date

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or

- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

17.4.2 During the carrying out of the *service* the *Consultant* does not

- commit a Prohibited Act and
- do or suffer anything to be done which would cause the *Client* or any of the *Client's* employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

17.4.3 In Providing the Service the *Consultant*

- establishes, maintains and enforces, and requires that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
- keeps appropriate records of its compliance with this contract and make such records available to the *Client* on request and
- provides and maintains and where appropriate enforces an anti-bribery policy (which shall be disclosed to the *Client* on request) to prevent it and any *Consultant's* people or any person acting on the *Consultant's* behalf from committing a Prohibited Act.

17.4.4 The *Consultant* immediately notifies the *Client* in writing if it becomes aware of any breach of clause 17.4.1, or has reason to believe that it has or any of its people or Subcontractors have

- been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act or
- received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this contract or otherwise suspects that any person or party directly or indirectly connected with this contract has committed or attempted to commit a Prohibited Act.

17.4.5 If the *Consultant* makes a notification to the *Client* pursuant to clause 17.4.4, the *Consultant* responds promptly to the *Client's* enquiries, co-operates with any investigation, and allows the *Client* to audit any books, records and/or any other relevant documentation in accordance with this contract.

17.4.6 If the *Consultant* breaches Clause 17.4.3, the *Client* may by notice require the *Consultant* to remove from carrying out the *service* any person whose acts or omissions have caused the *Consultant's* breach.

**Option Z6 - Equality and diversity**

Insert new clauses:

27.1 The *Consultant* performs its obligations under this contract in accordance with

- all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
- any other requirements and instructions which the *Client* reasonably imposes in connection with any equality obligations imposed on the *Client* at any time under applicable equality Law;

27.2 The *Consultant* takes all necessary steps, and informs the *Client* of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

### **Option Z7 - Legislation and Official Secrets**

Insert new clauses:

20.6 The *Consultant* complies with Law in the carrying out of the *service*.

20.7 The Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract.

20.8 The *Consultant* notifies its employees and its Subcontractors of their duties under these Acts.

### **Option Z8 – Conflicts of interest**

Insert new clauses:

28.1. The *Consultant* takes appropriate steps to ensure that neither the *Consultant* nor any of its personnel are placed in a position where (in the reasonable opinion of the *Client*) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* or its personnel and the duties owed to the *Client* under this contract.

28.2. The *Consultant* promptly notifies and provides full particulars to the *Client* if such conflict referred to in clause 28.1 arises or may reasonably be foreseen as arising.

28.3. The *Client* may terminate the *Consultant's* obligation to Provide the Service immediately under reason R11 and/or to take such other steps the *Client* deems necessary where, in the reasonable opinion of the *Client*, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* and the duties owed to the *Client* under this contract.

### **Option Z9 – Publicity and Branding**

Insert new clauses:

29.1 The *Consultant* does not

- make any press announcements or publicise this contract in any way
- use the *Client's* name or brand in any promotion or marketing or announcement of the contract

without approval of the *Client*.

29.2. The *Client* is entitled to publicise the contract in accordance with any legal obligation upon the *Client*, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

### **Option Z10 - Freedom of information**

Insert new clauses:

26.2 The *Consultant* acknowledges that unless the *Service Manager* has notified the *Consultant* that the *Client* is exempt from the provisions of the FOIA, the *Client* is subject to the requirements of the Code of Practice on Government Information, the FOIA and the Environmental Information Regulations. The *Consultant* cooperates with and assists the *Client* so as to enable the *Client* to comply with its information disclosure obligations.

#### **26.3 The *Consultant***

- transfers to the *Service Manager* all Requests for Information that it receives as soon as practicable and in any event within two working days of receiving a Request for Information,
- provides the *Service Manager* with a copy of all information in its possession, or power in the form that the *Service Manager* requires within five working days (or such other period as the *Service Manager* may specify) of the *Service Manager's* request,
- provides all necessary assistance as reasonably requested by the *Service Manager* to enable the *Client* to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations and
- procures that its Subcontractors do likewise.

26.4 The *Client* is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

26.5 The *Consultant* does not respond directly to a Request for Information unless authorised to do so by the *Service Manager*.

26.6 The *Consultant* acknowledges that the *Client* may, acting in accordance with Cabinet Office Freedom of Information Code of Practice, be obliged to disclose information without consulting or obtaining consent from the *Consultant* or despite the *Consultant* having expressed negative views when consulted.

26.7 The *Consultant* ensures that all information is retained for disclosure throughout the

*period for retention* and permits the *Service Manager* to inspect such records as and when



reasonably requested from time to time.

### **Option Z13 - Confidentiality and Information Sharing**

Insert a new clause

26.8 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each Party shall

- treat the other Party's Confidential Information as confidential and safeguard it accordingly,
- not disclose the other Party's Confidential Information to any other person without prior written consent,
- immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information and
- notify the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

26.9 The clause above shall not apply to the extent that

- such disclosure is a requirement of the Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause Z10 (Freedom of Information),
- such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner,
- such information was obtained from a third party without obligation of confidentiality,
- such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract or
- it is independently developed without access to the other party's Confidential Information.

26.10 The *Consultant* may only disclose the Client Confidential Information to the people who are directly involved in Providing the Service and who need to know the information, and shall ensure that such people are aware of and shall comply with these obligations as to confidentiality. The *Consultant* shall not, and shall procure that the *Consultant's* people do not, use any of the Client Confidential Information received otherwise than for the purposes of this contract.

26.11 The *Consultant* may only disclose the Client Confidential Information to *Consultant's* people who need to know the information, and shall ensure that such people are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any *Consultant's* people causes or contributes (or

could cause or contribute) to the *Consultant* breaching its obligations as to confidentiality under or in connection with this contract, the *Consultant* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any *Consultant's* people, the *Consultant* shall provide such evidence to the *Client* as the *Client* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Consultant* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from *Consultant's* people, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with *Consultant's* people in connection with obligations as to confidentiality.

26.12 At the written request of the *Client*, the *Consultant* shall procure that those members of the *Consultant's* people identified in the *Client's* request signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

26.13 Nothing in this contract shall prevent the *Client* from disclosing the *Consultant's* Confidential Information

- to any Crown Body or any other Contracting Bodies. All Crown Bodies or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the *Consultant's* Confidential Information to other Crown Bodies or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Body,
- to a professional adviser, contractor, consultant, supplier or other person engaged by the *Client* or any Crown Body (including any benchmarking organisation) for any purpose connected with this contract, or any person conducting an Office of Government Commerce Gateway Review,
- for the purpose of the examination and certification of the *Client's* accounts,
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources,
- for the purpose of the exercise of its rights under this contract or
- to a proposed successor body of the *Client* in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this contract,

and for the purposes of the foregoing, disclosure of the *Consultant's* Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the *Client* under this clause 26.13.

26.14 The *Client* shall use all reasonable endeavours to ensure that any government department, Contracting Body, people, third party or subcontractor to whom the *Consultant's* Confidential Information is disclosed pursuant to the above clause is made aware of the *Client's* obligations of confidentiality.

26.15 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal

business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

26.16 The *Client* may disclose the Consultant's Confidential Information

- to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement,
- to the extent that the *Client* (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

#### **Option Z14 - Security Requirements**

The *Consultant* complies with, and procures the compliance of the *Consultant's* people, with the Security Policy and the Security Management Plan produced by the *Consultant* and the *Consultant* shall ensure that the Security Management Plan fully complies with the Security Policy and Contract Schedule 13 of the Framework Agreement.

#### **Option Z16 - Tax Compliance**

Insert new clauses:

26.17 The *Consultant* represents and warrants that at the Contract Date, it has notified the *Client* in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

26.18 If, at any point prior to the *defects date*, an Occasion of Tax Non-Compliance occurs, the *Consultant* shall

- notify the *Client* in writing of such fact within 5 days of its occurrence and
- promptly provide to the *Client*
  - details of the steps which the *Consultant* is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant and
  - such other information in relation to the Occasion of Tax Non-Compliance as the *Client* may reasonably require.

#### **Option Z22 - Fair payment**

Insert a new clause:

56.1 The *Consultant* assesses the amount due to a Subcontractor without taking into account the amount certified by the *Service Manager*.

56.2 The *Consultant* includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 5 days after the final date for payment in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous

assessment date up to the current assessment date in this contract,

- a provision requiring the Subcontractor to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this contract and
- a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Consultant*.

#### **Option Z42 - The Housing Grants, Construction and Regeneration Act 1996**

Add an additional clause Y2.6

Y2.6 If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.

#### **Option Z44 - Intellectual Property Rights**

Delete clause 70 and insert the following clause

In this clause 70 only:

“**Document**” means all designs, drawings, specifications, software, electronic data, photographs, plans, surveys, reports, and all other documents and/or information prepared by or on behalf of the *Consultant* in relation to this contract.

70.1 The Intellectual Property Rights in all Documents prepared by or on behalf of the *Consultant* in relation to this contract and the work executed from them remains the property of the *Consultant*. The *Consultant* hereby grants to the *Client* an irrevocable, royalty free, non-exclusive licence to use and reproduce the Documents for any and all purposes connected with the construction, use, alterations or demolition of the *service*. Such licence entitles the *Client* to grant sub-licences to third parties in the same terms as this licence provided always that the *Consultant* shall not be liable to any licensee for any use of the Documents or the Intellectual Property Rights in the Documents for purposes other than those for which the same were originally prepared by or on behalf of the *Consultant*.

70.2 The *Client* may assign novate or otherwise transfer its rights and obligations under the licence granted pursuant to clause 70.1 to a Crown Body or to anybody (including any private sector body) which performs or carries on any functions and/or activities that previously had been performed and/or carried on by the *Client*.

70.3 In the event that the *Consultant* does not own the copyright or any Intellectual Property Rights in any Document the *Consultant* uses all reasonable endeavours to procure the right to grant such rights to the *Client* to use any such copyright or Intellectual Property Rights from any third party owner of the copyright or Intellectual Property Rights. In the event that the *Consultant* is unable to procure the right to grant to the *Client* in accordance with the foregoing the *Consultant* procures that the third party grants a direct licence to the *Client* on industry acceptable terms.

70.4 The *Consultant* waives any moral right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Acts 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 8 of that Act as against the *Client* or any licensee or assignee of the *Client*.

70.5 In the event that any act unauthorised by the *Client* infringes a moral right of the *Consultant* in relation to the Documents the *Consultant* undertakes, if the *Client* so requests and at the *Client's* expense, to institute proceedings for infringement of the moral rights.

70.6 The *Consultant* warrants to the *Client* that it has not granted and shall not (unless authorised by the *Client*) grant any rights to any third party to use or otherwise exploit the Documents.

70.7 The *Consultant* supplies copies of the Documents to the *Service Manager* and to the *Client's* other contractors and consultants for no additional fee to the extent necessary to enable them to discharge their respective functions in relation to this contract or related service.

70.8 After the termination or conclusion of the *Consultant's* employment hereunder, the *Consultant* supplies the *Service Manager* with copies and/or computer discs of such of the Documents as the *Service Manager* may from time to time request and the *Client* pays the *Consultant's* reasonable costs for producing such copies or discs.

70.9 In carrying out the service the *Consultant* does not infringe any Intellectual Property Rights of any third party. The *Consultant* indemnifies the *Client* against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

#### **Option Z45 – HMRC Requirements**

Insert a new clause 18B

This clause is to incorporate HMRC special terms and conditions in the form of HMRC Call-Off Schedule 23 (HMRC Terms) as set-out in Schedule 23 (HMRC Terms) of the Framework Agreement.

#### **Option Z46 – N/A**

#### **Option Z47 - Small and Medium Sized Enterprises (SMEs)**

Insert new clause:

23.4

The *Consultant* takes all reasonable steps to engage SMEs as Subcontractors and to seek to ensure that no less than the SME percentage of Subcontractors stated in the Contract Data are SMEs or that a similar proportion of the Defined Cost is undertaken by SMEs.

The *Consultant* reports to the *Client* in its regular contract management monthly reporting cycle the numbers of SMEs engaged as Subcontractors and the value of the Defined Cost that has been undertaken by SMEs.

Where available, the *Consultant* tenders its Subcontracts using the same online electronic portal

as was provided by the *Client* for the purposes of tendering this contract.

The *Consultant* ensures that the terms and conditions used to engage Subcontractors are no less favourable than those of this contract. A reason for the *Service Manager* not accepting subcontract documents proposed by the *Consultant* is that they are unduly disadvantageous to the Subcontractor.

### **Option Z48 - Apprenticeships**

Insert new clause:

#### **23.5**

The *Consultant* takes all reasonable steps to employ apprentices, and reports to the *Client* the numbers of apprentices employed and the wider skills training provided, during the delivery of the *service*.

The *Consultant* takes all reasonable steps to ensure that no less than a percentage of its people (agreed between the Parties) are on formal apprenticeship programmes or that a similar proportion of hours worked in Providing the Service, (which may include support staff and Subcontractors) are provided by people on formal apprenticeship programmes.

The *Consultant* makes available to its people and Subcontractors working on the contract, information about the Government's Apprenticeship programme and wider skills opportunities.

The *Consultant* provides any further skills training opportunities that are appropriate for its people engaged in Providing the Service.

The *Consultant* provides a report detailing the following measures in its regular contract management monthly reporting cycle and is prepared to discuss apprenticeships at its regular meetings with the *Service Manager*

- the number of people during the reporting period employed on the contract, including support staff and Subcontractors,
- the number of apprentices and number of new starts on apprenticeships directly initiated through this contract,
- the percentage of all people taking part in an apprenticeship programme,
- if applicable, an explanation from the *Consultant* as to why it is not managing to meet the specified percentage target,
- actions being taken to improve the take up of apprenticeships and
- other training/skills development being undertaken by people in relation to this contract, including:
  - (a) work experience placements for 14 to 16 year olds,
  - (b) work experience /work trial placements for other ages,

- (c) student sandwich/gap year placements,
- (d) graduate placements,
- (e) vocational training,
- (f) basic skills training and
- (g) on-site training provision/ facilities.

#### **Option Z49 – Change of Control**

Insert new clauses:

19.1 The *Consultant* notifies the *Client* and the *Service Manager* immediately in writing and as soon as the *Consultant* is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law. The *Consultant* ensures that any notification sets out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

91.9 The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) within six months from

- being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- where no notification has been made, the date that the *Client* becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an approval was granted prior to the Change of Control.

#### **Option Z50 – Financial Standing**

91.10 The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) where in the reasonable opinion of the *Client* there is a material detrimental change in the financial standing and/or the credit rating of the *Consultant* which:

- adversely impacts on the *Consultant's* ability to perform its obligations under this contract; or
- could reasonably be expected to have an adverse impact on the *Consultant's* ability to perform its obligations under this contract.

#### **Option Z51 – Financial Distress**

The *Consultant* complies with the provisions of Schedule 1 (Financial Distress) in relation to the assessment of the financial standing of the *Consultant* and the consequences of a change to that financial standing.

#### **Option Z52 – Records, audit access and open book data**

Insert new clauses:

26A.1 The *Consultant* keeps and maintains for the *period for retention* full and accurate records and accounts of the operation of this contract including the *service* provided under it, all Task Orders, any subcontracts and the amounts paid by the *Client*.

26A.2 The Consultant

- keeps the records and accounts referred to in clause 26A.1 in accordance with Law
- affords any Auditor access to the records and accounts referred to in clause 26A.1 at the *Consultant's* premises and/or provides records and accounts (including copies of the *Consultant's* published accounts) or copies of the same, as may be required by any Auditor from time to time during the *Consultant* Providing the Service and the liability period under the contract in order that the Auditor may carry out an inspection to assess compliance by the *Consultant* and/or its Subcontractors of any of the *Consultant's* obligations under this contract including in order to:
  - verify the accuracy of any amounts payable by the *Client* under this contract (and proposed or actual variations to them in accordance with this contract)
  - verify the costs of the *Consultant* (including the costs of all Subcontractors and any third party suppliers) in connection with Providing the Service
  - identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the *Client* has no obligation to inform the *Consultant* of the purpose or objective of its investigations
  - obtain such information as is necessary to fulfil the *Client's* obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General
  - enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the *Client* has used its resources
- subject to the *Consultant's* rights in respect of Consultant's Confidential Information, the *Consultant* provides the Auditor on demand with all reasonable co-operation and assistance in respect of
  - all reasonable information requested by the *Client* within the scope of the audit
  - reasonable access to sites controlled by the *Consultant* and to any *Consultant's* equipment used to Provide the Service
  - access to the *Consultant's* personnel.

26A.3 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26A, unless the audit reveals a default by the *Consultant* in which case the *Consultant* reimburses the *Client* for the *Client's* reasonable costs incurred in relation to the audit.



26A.4 This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the *Consultant* and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the *Consultant* is not a function exercisable under this contract.

#### **Option Z100 – Data Protection**

Insert new clause Z100 as follows:

The *Client* and the *Consultant* shall comply with the provisions of Schedule 2 of this Contract

#### **Option Z101 – Cyber Essentials**

Insert new clause Z101 as follows:

The *Client* and the *Consultant* shall comply with the provisions of Schedule 3 of this Contract.

#### **Option Z102 – The Service Manager**

In clause 14.3 after “which” in line 1 insert “issues or changes a Task”

#### **Option Z103 – Early Warning**

15.1 In bullet point 2 after “delay” insert “a Task Completion Date or”

#### **Option Z104 – Prevention**

Amend clause 18 as follows:

18.1 In the first bullet point after “whole” insert “of a Task Order by the relevant Task Completion Date or the whole of”

18.2 In the second bullet point “whole” insert “of a Task Order or the whole of”

#### **Option Z105 – Task Order**

Insert new clause 27:

27.1 The *Service Manager* may issue an instruction for a Task Order to the *Consultant*. The *Service Manager* shall instruct the *Consultant* to submit a quotation for the Task. Any quotation will be based on the costs as set out in Schedule of Cost Components.

27.2 The draft Task Order is in the form contained at Appendix 1 of the Scope. It shall be issued to the *Consultant* by the *Service Manager* as part of a *Service Manager’s* instruction and it shall include a detailed description of:

- (i) the services in the Task,
- (ii) an assessment of the pricing of the Task, the Task Start Date and the Task Completion Date;
- (iii) the Condition for each Key Date is stated for the Task;
- (iv) the amount of delay damages for the late completion of the Task; and
- (v) other information which the Scope requires the Task to show.

27.3 The *Consultant* acknowledges receipt of an instruction relating to a Task Order to the *Service Manager* immediately and no later than 24 hours after receipt using (where applicable) the same such communication system or (where acknowledgement is not possible by the same communication system) by e-mail.

27.4 Where instructed, the *Consultant* submits a quotation for a Task within three weeks of being instructed to do so by the *Service Manager*. The *Consultant* submits details of its assessment with the quotation. The *Service Manager* replies within two weeks of the submission. The reply is:

- acceptance of the quotation by the *Service Manager* and the issue of a Task Order; or
- an instruction to the *Consultant* to submit a revised quotation;
- the *Service Manager* will be making the assessment; or
- a notification that the Task will not be instructed.

27.5 The *Service Manager* instructs the *Consultant* to submit a revised quotation only after explaining the reasons for doing so to the *Consultant*. The *Consultant* submits the revised quotation within three weeks of being instructed to do so.

27.6 The *Service Manager* extends the time allowed for:

- the *Consultant* to submit quotations for a Task; or
- the *Service Manager* to reply to a quotation

if the *Service Manager* and the *Consultant* agree to the extension before the submission or reply is due. The *Service Manager* confirms to the *Consultant* of the extension which has been agreed.

27.7 The *Service Manager* assesses the pricing for the Task if:

- the *Consultant* has not submitted a quotation and details of its assessment within the time allowed; or
- the *Service Manager* decides that the *Consultant* has not assessed the Task correctly in a quotation and has not instructed the *Consultant* to submit a revised quotation; or
- the *Service Manager* has sufficient information to instruct a Task.

27.8 The assessment of a Task is in the form of a revised Activity Schedule, which shall take into account all the requirements of a Task using the price information included in the Short Schedule of Cost Components. Where the information needed to carry out a Task is covered by the agreed rates and prices in the Short Schedule of Cost Components, all activities are priced

using these rates. The prices for any activities in the Task which are not taken from Short

Schedule of Cost Components, if any, are assessed in the same way as a compensation event is assessed.

27.9 If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order for each day or pro rata part thereof from the Task Completion Date until the earlier of Task Completion or the date on which the *Service Manager* issues a termination certificate.

If the Task Completion Date is changed to a later date after delay damages have been paid, the *Client* repays the overpayment of damages with interest. Interest is assessed from the date of payment to the date of repayment.

27.10 When a Task Order is agreed and then issued by the *Service Manager*:

- the *Consultant* shall issue a revised Activity Schedule which shall include the Task Order as a new activity;
- the agreed Task price or forecast of the Task prices, as the case may be, is added to the Prices;
- the Scope shall be revised and updated to reflect the agreed Task Order; and
- the *Consultant* shall Provide the Service to carry out and complete the Task.

The issue of a Task Order is not a compensation event.

### **Option Z106 – Starting, Completion and Key Dates**

30.1 Delete and insert:

The *Consultant* does not start work until the *starting date*, or a Task Start Date as the case may be, and does the work in accordance with the contract or in the case of a Task Order does the work so that Task Completion is on or before the Task Completion Date.

30.2 In line 1 after “date of” insert “Task Completion for each respective Task and”

Insert new clause 30.4:

30.4 All Task Completion Dates must be on or before the *completion date*.

Insert new clause 30.5:

30.5 A Task Order is not issued after the Completion Date.

Insert new clause 30.6:

30.6 The *Consultant* shall complete any Task Order as soon as reasonably practicable after the Completion Date and the *Consultant* shall only Provide the Services necessary to complete the Task.

## Option Z107 – The Task Order Plan

Insert new clause 31A:

31A.1 If a Task Order plan is not identified in the Task Order, the *Consultant* submits a first Task Order plan to the *Service Manager* for acceptance within 4 weeks of the Task Start Date.

31A.2 The *Consultant* shows on each Task Order plan submitted for acceptance:

- the Task Start Date; the planned Task Completion Date, the Task Completion Date, and *access dates* and Key Dates for the Task Order;
- the order and timing of the work of the operations which the *Consultant* plans to do in order to Provide the Service in accordance with the Task Order;
- the order and timing of the work of the *Client* and Others as last agreed with them by the *Consultant* or, if not so agreed, as stated in the Scope (as may be amended by the Task Order);
- the dates when the *Consultant* plans to meet each Condition stated for the Key Dates for the Task Order and to complete other work needed to allow the *Client* and Others to do their work;
- provisions for:
  - float;
  - time risk allowances;
  - health and safety requirements; and
  - the procedures set out in the contract.
- the dates when, in order to Provide the Service in accordance with the Task Order plan the *Consultant* will need:
  - access to a person, place or thing if later than the *access date* for the Task Order
  - information and things to be provided by the *Client*; and
  - information and approvals from Others,
- for each operation within a Task Order, a statement of how the *Consultant* plans to do the work identifying the resources which will be used; and
- other information which the Scope requires the *Consultant* to show on a Task Order plan submitted for acceptance.

31A.3 Within one week of the *Consultant* submitting a Task Order plan for acceptance, the *Service Manager* notifies the *Consultant* of the acceptance of the Task Order plan or the reasons for not accepting it. A reason for not accepting a Task Order plan is that:

- the *Consultant's* plans which it shows are not practicable,
- it does not show the information which the Tasks Order and/or the contract requires,
- it does not represent the *Consultant's* plans realistically or
- it does not comply with the Scope.

If the *Service Manager* does not notify acceptance or non-acceptance with the time allowed, the *Consultant* may notify the *Service Manager* of that failure. If the failure continues for a further one week after the *Consultant's* notification, it is treated as an acceptance by the *Service Manager* of the Task Order plan.

### **Option Z108 – Revising the Task Order plan**

Insert new clause 32A:

32A.1 The *Consultant* shows on each revised Task Order plan:

- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
- how the *Consultant* plans to deal with any delays and to correct notified Defects; and
- any other changes which the *Consultant* proposes to make to the Accepted Task Order Plan.

32A.2 The *Consultant* submits a revised Task Order plan to the *Service Manager* for acceptance:

- within the *period for reply* after the *Service Manager* has instructed the *Consultant* to;
- when the *Consultant* chooses to and; in any case;
- at no longer than five weeks from the Task Start Date until the Completion of the Task Order.

The latest Task Order plan accepted by the *Service Manager* supersedes a previously accepted Task Order plan.

### **Option Z109 – Access to people, places and things**

Amend clause 33 as follows:

33.1 Insert at the end of the clause “or the date for access shown on the Accepted Task Order Plan as the case may be”

33.2 Insert at the end of the clause “or the latest Accepted Task Order Plan as the case may be”

### **Option Z110 – Acceleration**

Amend clause 35 as follows:

35.1 In line 2 before “Completion” insert “Task Completion before the Task Completion Date or”

35.1 In the first line of the second bullet point after the second “that the” insert “Task Completion Date and any Key Dates for the Task Order and”

35.2 In line 2 after “earlier” insert “Task Completion Date and/or the earlier”

35.3 In line 2 after “the” insert “Task Completion Date” and after “revised insert “Task Order plan and/or revised”

### **Option Z111 – Extending the service**

Insert new clause 36

- 36.1 The contract shall operate for an initial period of four (4) years (the “**Initial Period**”) from the Contract Date subject to any earlier termination.
- 36.2 The *Client* may extend the Initial Period, subject to the satisfactory performance of the *Consultant* under this contract, by a further period of two (2) years (the “**First Extension Period**”). The *Client* notifies the *Consultant* and the *Service Manager* of the period for extension not less than 6 months prior to the expiry of the Initial Period.
- 36.3 The *Client* may extend the First Extension Period, subject to the satisfactory performance of the *Consultant* under this contract, by a further period of one (1) year (the “**Second Extension Period**”). The *Client* notifies the *Consultant* and the *Service Manager* of the period for extension not less than 3 months prior to the expiry of the First Extension Period.
- 36.4 Any extension of the period for the carrying out of the *service* is solely at the *Client*’s discretion and is subject always to the satisfactory performance of the *Consultant* under this contract.
- 36.5 Written notice to the *Consultant* from the *Client* shall be conclusive evidence of the *Consultant*’s agreement to any extension to extend the period to provide the *service*.

### **Option Z112 – Correcting Defects**

Insert new clause 41A:

- 41A.1 Until the *defects date* as is set out in a Task Order or the Contract Data (as the case may be) for any Task Order, the *Service Manager* and the *Consultant* notifies the other as soon as they become aware of a Defect related to a Task Order.
- 41A.2 The *Consultant* corrects a Defect related to a Task Order whether or not the *Service Manager* has notified it.
- 41A.3 The *Consultant* corrects a notified Defect related to a Task Order within a time which minimises the adverse effect on the *Client* or Others. If the *Consultant* does not correct a notified Defect within the time required by the Task Order, the *Service Manager*, assesses the cost to the *Client* of having the Defect corrected by other people and the *Consultant* pays this amount. The Scope is treated as having been changed to accept the Defect.

41A.4 The *Service Manager* arranges for the *Client* to allow the *Consultant* access if it is needed for correcting a Defect.

41A.5 The provisions of this clause 41A.5 only apply to a Defect in relation to a Task Order and does not extend or effect the *Consultant's* obligations pursuant to clause 41.

### **Option Z113 – Accepting Defects**

Insert new clause 42A

42A.1 The *Consultant* and the *Service Manager* may propose to the other that a Task Order should be changed so that a Defect relating to a Task Order does not have to be corrected.

42A.2 If requested to do so by the *Service Manager*, the *Consultant* submits a quotation for reduced Prices or an earlier Task Completion Date or both within the reasonable time period requested by the *Service Manager* to the *Service Manager* for acceptance. If the quotation is accepted, the *Service Manager* changes the Task Order, the Prices and the Task Completion Date accordingly and accepts the revised Task Order plan.

42A.3 The *Service Manager* may instruct that a Defect does not have to be corrected and give an instruction to change the Task Order, the Prices and the Task Completion Date accordingly.

### **Option Z114 – Assessing the amount due**

Insert new clause 50A:

50A: It is a condition precedent to any payment for a Task that the *Consultant*:

- includes the correct purchase order, Task Order reference and details of how the amount has been assessed by the *Consultant* and is in the form stated in the Scope; and
- where required as part of a Task, deliver to the *Client* any undertaking, ultimate holding company guarantee or bond in accordance with the Task. Any failure on the part of the *Consultant* to deliver any undertaking, ultimate holding company guarantee or bond to the *Client* shall allow the *Client* to retain any payment or further payment, as the case may be, which would otherwise be due to the *Consultant* under a Task Order until such time as such undertaking, ultimate holding company guarantee or bond has been so delivered.

### **Option Z115 – Indexation**

Insert new clause 52.5:

52.5 Upon receipt of the written request by the *Consultant*, the Defined Cost shall be revised on the anniversary of the Contract Date in accordance with the provisions of Schedule 6 (Indexation). The *Consultant* shall provide revised People Rates for inclusion in the Short Schedule of Cost Components.

52.6 Revised People Rates shall not have retrospective effect and shall only be applied to new



Tasks which the *Client* may issue after the Revised People Rates take effect.

#### **Option Z116 – The *Consultant's* Share**

Amend clause 54 as follows:

- 54.1 In line 2 after “the Prices” and after “Provided to Date” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”
- 54.2 In line 1 after “Provided to Date” and after “the Prices” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”
- In line 2 after “Provided to Date” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”
- In line 3 after “Prices” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”
- 54.3 In line 3 after “to Date” and after “the Prices” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”
- 54.4 In line 2 after “to Date” and after “the Prices” insert “in relation to the provision of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope)”
- 54.5 The assessment of the *Consultant's* share shall only apply to the carrying out and completion of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope) and it shall not apply to any individual Task.

#### **Option Z117 – The *Consultant's* Share for a Task**

Insert new clause 54A:

- 54A.1 The *Consultant's* share for a Task (as set out in Part 205.2 (Task Order Scope of Services) of the Scope) shall be determined in accordance with each respective Task Order.
- 54A.2 Any assessment of the *Consultant's* share for a Task shall be independent to and have no bearing on the assessment of the *Consultant's* share in relation to any other Task nor to the carrying out and completion of the baseline services (as set out in Part S205.1 (Programme of Services) of the Scope).
- 54A.3 The *Service Manager* assesses the *Consultant's* share of the difference between the agreed Task Order Price and the total of the Price for Service Provided to Date for a Task. The difference is divided into increments falling within each of the share ranges as set out in the Task Order. The limits of a share range are the agreed Task Order Price divided by the total of the Price for Service Provided to Date for a Task, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each share range and the corresponding *Consultant's* share percentage.

- 54A.4 If the Price for Service Provided to Date for a Task is less than the agreed Task Order Price, the *Consultant* is paid its share of the saving. If the Price for Service Provided to Date for a Task is greater than the agreed Task Order Price, the *Consultant* pays its share of the excess.
- 54A.5 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Task Completion using the forecasts of the Price for Service Provided to Date for a Task and the agreed Task Order Price. This share is included in the amount due following Task Completion.
- 54A.6 The *Service Manager* makes a final assessment of the *Consultant's* share using the final Price for Service Provided to Date for a Task and the agreed Task Order Price. This share is included in the final amount for that Task.
- 54A.7 On or before the final date for payment of the final amount due for a Task the *Consultant* shall issue a revised Activity Schedule to reflect the final price for that Task and shall show the difference between the final Price for Service Provided to Date for a Task and the agreed Task Order Price for a Task.

#### **Option Z118 – Compensation Events**

60.1(1) After “Scope” insert “or a Task Order as the case may be”

60.1(1) At the end of the first bullet point after “or” insert “a change related to a Continuous Improvement Update”

60.1(2) At the end of the clause insert “or the relevant Accepted Task Order Plan as the case may be.”

60.1(3) At the end of the clause insert “or the relevant Task Order plan as the case may be.”

60.1(5) In line 1 after “Accepted Programme” insert “or the relevant Accepted Task Order Plan as the case may be.”

60.1(12) At the end of the second bullet point insert “or”

Insert new third bullet point after second bullet point:

- stops the *Consultant* completing the whole of a Task Order by the Task Completion Date shown on the Accepted Task Order Plan.”

60.1(16) After “part one” insert “or a Task Order as the case may be”

#### **Option Z119 – Notifying compensation events**

In bullet point 6 after “Completion” insert “or the Task Completion Date”

In line 1 of the final paragraph after “Completion” insert “or the Task Completion Date”

### **Option Z120 – Quotations for compensation events**

62.2 In line 2 after “Completion Date” insert “or the Task Completion Date”

62.2 In line 5 after “Programme” insert “or the Accepted Task Order Plan”

### **Option Z121 – Assessing compensation events**

Amend clause 63 as follows:

63.5 A A delay to a Task Completion Date is assessed as the length of time that, due to the compensation event, planned Task Completion is later than planned Task Completion as shown on the Accepted Task Order Plan current at the dividing date.

A delay to a Key Date is assessed as the length of time that, due to the compensation event, the planned date when the Condition stated for a Key Date will be met is later than the date as shown on the Accepted Task Order Plan current at the dividing date.

63.6 In line 1 after “the Prices,” insert “the Task Completion Date,”

63.10 In line 2 after “the Prices,” insert “the Task Completion Date,”

63.16 If, when assessing a compensation event, the People Rates do not include a rate for a category of person required, the *Service Manager* and the *Consultant* may agree a new rate. If they do not agree the *Service Manager* assesses the rate based on the People Rates and determines a new rate. The agreed or assessed rate becomes the People Rate for that category of person.

### **Option Z122 – The *Service Manager*’s assessments**

Insert new clause 64A

64A.1 The Service Manager assesses a compensation event in relation to a Task Order:

- if the *Consultant* has not submitted the quotation and details of its assessment within the time allowed,
- if the Service Manager decides that the *Consultant* has not assessed the compensation event correctly in the quotation and has not instructed the *Consultant* to submit a revised quotation,
- if, when the *Consultant* submits quotations for the compensation event, it has not submitted a Task Order plan or alterations to a Task Order plan which the contract requires it to submit,
- if, when the *Consultant* submits quotations for the compensation event, the *Service Manager* has not accepted the *Consultant*’s latest Task Order plan for one of the reasons

stated in the contract

64A.2 The *Service Manager* assesses the Task Order plan for the remaining work and uses it in the assessment of a compensation event if

- there is no Accepted Task Order Plan to which the compensation event relates,
- the *Consultant* has not submitted a Task Order plan or alterations to a Task Order plan for acceptance as required by the contract or
- the *Service Manager* has not accepted the *Consultant's* latest Task Order plan for one of the reasons stated in the contract.

64A.3 The *Service Manager* notifies the *Consultant* of the assessment of a compensation event and gives details of the assessment within the period allowed for in the *Consultant's* submission of its quotation for the same compensation event. This period starts when the need for the *Service Manager's* assessment becomes apparent.

64A.4 If the *Service Manager* does not assess a compensation event within the time allowed, the *Consultant* may notify the *Service Manager* of that failure. If the *Consultant* submitted more than one quotation for the compensation event, the notification states which quotation the *Consultant* proposes is to be used. If the failure continues for a further two weeks after the *Consultant's* notification it is treated as acceptance by the *Service Manager* of the quotation.

64A.5 The *Service Manager* does not take into account the circumstances relating to any other Task Order or, more generally, the *service* when assessing a compensation event for a particular Task Order and any entitlement to a compensation event in relation to a Task Order does not give rise to and should not be construed as giving rise to any entitlement to any other compensation event.

### **Option Z123 – Implementing compensation events**

66.2 In line 1 after “the Prices,” insert “the Task Completion Date,”

### **Schedule of Cost Components**

Amend the Schedule of Cost Components as follows:

Delete the entire Schedule of Cost Components and insert “Not used”

### **Short Schedule of Cost Components**

Amend the first sentence of the first paragraph as follows:

In line 1 after “Option A” insert “or Option C”

Amend the definition of Subcontractors as follows:

Delete clause 21 and insert “Payments to Subcontractors for work which is subcontracted without

taking into account any amounts paid to or retained from the Subcontractor by the *Consultant*, which would result the in the *Client* paying or retaining the amount twice.

## SCHEDULE 1 - FINANCIAL DISTRESS

### 1. Definitions

1.1. In this Schedule 1 the following definitions apply:

"Credit Rating Threshold" means the minimum credit rating level for the *Consultant* as set out in Annex 1

"Financial Distress Event" means the occurrence or one or more of the events listed in this Schedule 1

"Financial Distress Service Continuity Plan" means a plan setting out how the *Consultant* will ensure the continued performance in accordance with this contract in the event that a Financial Distress Event occurs;

"Rating Agency" means the rating agency means Dun & Bradstreet.

### 2. Credit rating and duty to notify

2.1. The *Consultant* warrants and represents to the *Client* for the benefit of the *Client* that as at the Contract Date the long-term credit ratings issued for the *Consultant* by the Rating Agency.

2.2. The *Consultant* promptly notifies (or procures that its auditors promptly notify) the *Client* and the *Service Manager* if there is any significant downgrade in the credit rating issued by any Rating Agency for the *Consultant* (and in any event within seven days from the occurrence of the downgrade).

2.3. If there is any downgrade credit rating issued by any Rating Agency for the *Consultant*, the *Consultant* ensures that the *Consultant's* auditors thereafter provide the *Client* or the *Service Manager* within 14 days of a written request by the *Client* or the *Service Manager* with written calculations of the quick ratio for the *Consultant* at such date as may be requested by the *Client* or the *Service Manager*. For these purposes the "quick ratio" on any date means:

Where

A. is the value at the relevant date of all cash in hand and at the bank of the *Consultant*

B. is the value of all marketable securities held by the *Consultant* determined using closing prices on the working day preceding the relevant date

C. is the value at the relevant date of all account receivables of the *Consultant*, and

D. is the value at the relevant date of the current liabilities of the *Consultant*.

2.4. The *Consultant*.

- regularly monitors the credit ratings of the *Consultant* with the Rating Agencies and
- promptly notifies (or shall procure that its auditors promptly notify) the *Client* and the *Service Manager* following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, shall ensure that such notification is made within 14 days of the date on which the *Consultant* first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

2.5. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of paragraph, the credit rating of the *Consultant* shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the *Consultant* at or below the applicable Credit Rating Threshold.

### **3. Consequences of a financial distress event**

3.1. In the event of:

3.1.1. the credit rating of the *Consultant* dropping below the applicable Credit Rating Threshold;

3.1.2. the *Consultant* issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

3.1.3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the *Consultant*;

3.1.4. the *Consultant* committing a material breach of covenant to its lenders;

3.1.5. a Subcontractor notifying the *Client* that the *Consultant* has not satisfied any sums properly due for a material specified invoice or sequences of invoices that are not subject to a genuine dispute;

3.1.6. any of the following:

- commencement of any litigation against the *Consultant* with respect to financial indebtedness or obligations under this contract;
- non-payment by the *Consultant* of any financial indebtedness; any financial indebtedness of the *Consultant* becoming due as a result of an event of default
- the cancellation or suspension of any financial indebtedness in respect of the *Consultant* in each case which the *Client* or the *Service Manager* reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of the *Consultant* in accordance with this contract

then, immediately upon notification of the Financial Distress Event (or if the *Client* or the *Service Manager* becomes aware of the Financial Distress Event without notification and brings the event

to the attention of the *Consultant*), the *Consultant* shall have the obligations and the *Client* shall have the rights and remedies as set out in paragraphs 3.2 – 3.6.

### 3.2. The *Consultant*:

3.2.1 at the request of the *Client* meets the *Client* and the *Service Manager* as soon as reasonably practicable (and in any event within three working days of the initial notification (or awareness) of the Financial Distress Event or such other period as the *Client* or the *Service Manager* may permit and notify to the *Consultant* in writing) to review the effect of the Financial Distress Event on its continued performance in accordance with this contract and

3.2.2. where the *Client* or the *Service Manager* reasonably believes (taking into account any discussions and representations under paragraph 3.2.1) that the Financial Distress Event could impact on the *Consultant's* continued performance in accordance with this Contract:

- submits to the *Client* and the *Service Manager* for approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 14 days from the initial notification (or awareness) of the Financial Distress Event or such other period as the *Client* or the *Service Manager* may permit and notify to the *Consultant* in writing)
- provides such financial information relating to the *Consultant* as the *Client* or the *Service Manager* may reasonably require.

3.3. The *Client* and the *Service Manager* do not withhold approval of a draft Financial Distress Service Continuity Plan unreasonably. If the *Client* and/or the *Service Manager* do not approve the draft Financial Distress Service Continuity, the *Client* and/or the *Service Manager* inform the *Consultant* of the reasons and the *Consultant* takes those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which the *Consultant* resubmits to the *Client* and the *Service Manager* within seven days of the rejection of the first or subsequent (as the case may be) drafts. This process is repeated until the Financial Distress Service Continuity Plan is approved by the *Client* and/or the *Service Manager* or referred to the dispute resolution procedure.

3.4. If the *Client* and/or the *Service Manager* consider that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, the *Client* and/or the *Service Manager* may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the dispute resolution procedure.

3.5. Following approval of the Financial Distress Service Continuity Plan by the *Client* or the *Service Manager*, the *Consultant*

- reviews on a regular basis (which shall not be less than monthly) the Financial Distress Service Continuity Plan and assesses whether it remains adequate and up to date to ensure the continued performance in accordance with this Contract
- where the Financial Distress Service Continuity Plan is not adequate or up to date in,



submits an updated Financial Distress Service Continuity Plan to the *Client* and the *Service Manager* for approval, and the provisions of shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan and

- complies with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.6. Where the *Consultant* reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, the Consultant notifies the *Client* and the *Service Manager* and subject to the agreement of the *Client* and/or the *Service Manager*, the Consultant is relieved of its obligations under paragraph 3.

#### **4. Termination rights**

4.1. The *Client* may terminate the *Consultant's* obligation to Provide the Service (which shall take effect as termination under reason R11) if

- the *Consultant* fails to notify the *Client* and the *Service Manager* of a Financial Distress Event in accordance with paragraph 2.2;
- the *Client* and the *Service Manager* fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3 and/or
- the *Consultant* fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3.

#### **5. Primacy of credit ratings**

5.1. Without prejudice to the *Consultant's* obligations and the *Client's* rights and remedies under paragraph 3, if, following the occurrence of a Financial Distress Event pursuant to paragraph 2 to the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- the *Consultant* is relieved automatically of its obligations under paragraph 3 and
- the *Client* is not entitled to require the Consultant to provide financial information in accordance with paragraph 2.3.

## **ANNEX 1: CREDIT RATINGS & CREDIT RATING THRESHOLDS**

*Consultant* Credit current rating (long term) [X]

Credit Rating Threshold [X]

## **SCHEDULE 2 - GDPR**

The following definitions shall apply to this Schedule 2

**Agreement:** this contract;

**Processor Personnel:** means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement

### **GDPR CLAUSE DEFINITIONS:**

**Data Protection Legislation:** (i) the GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy which, pending a decision from the competent authorities of the EU on the adequacy of the UK data protection regime will include the requirements set out or referenced in Part Three, Title VII, Article 71(1) of the Withdrawal Agreement signed by the UK and the EU in December 2019;

**Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the Data Protection Legislation.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Subject Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018:** Data Protection Act 2018

**GDPR:** The General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019

**Joint Controllers:** where two or more Controllers jointly determine the purposes and means of processing

**Protective Measures:** appropriate technical and organisational measures which may include: pseudonymisation and/or encryption of Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 3 (Security).

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement

## 1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the *Client* is the Controller and the *Consultant* is the Processor unless otherwise specified in Schedule 2. The only processing that the Processor is authorised to do is listed in Schedule 2 by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the *service*;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule 2, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 2);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Data Loss Event;

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the processing is not occasional;

(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

(c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.15 Where the Parties include two or more Joint Controllers as identified in Schedule 2 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex A – Part 2 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

## **Annex A - Part 2: Schedule of Processing, Personal Data and Data**

### **Subjects Processing, Personal Data and Data Subjects**

This Schedule shall be completed by the Controller within 20 Working Days after the Contract Date, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: **Redacted under FOIA section 40, Personal Information**
2. The contact details of the Processor's Data Protection Officer are: **Redacted under FOIA section 40, Personal Information**

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Controller and the <i>Consultant</i> is the Processor in accordance with Clause 1.1.</p> <p>[Guidance: You may need to vary this section where (in the rare case) the <i>Client</i> and <i>Consultant</i> have a different relationship. For example, where the Parties are Joint Controller of some Personal Data:</p> <p>“Notwithstanding Clause 1.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p style="padding-left: 40px;">[Insert the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]</p> <p>In respect of Personal Data under Joint Control, Clause 1.1-1.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule Y instead.”</p>
Subject matter of the processing	<p>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</p> <p>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public. ]</p>
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p>



	The purpose might include: employment processing, statutory obligation, recruitment assessment etc]
Type of Personal Data being Processed	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	[Describe how long the data will be retained for, how it be returned or destroyed]

### SCHEDULE 3

#### 1. CONTRACT SCHEDULE 3 - SECURITY PROVISIONS

##### 1.1 Definitions

For the purposes of this schedule the following terms shall have the meanings given below:

<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
<b>"Breach of Security"</b>	<p>in accordance with the Security Requirements and the Security Policy, the occurrence of:</p> <p>(a) any unauthorised access to or use of the service the Client Premises, the Sites, the Consultant System and/or any ICT, information or data (including the Confidential Information and the Client Data) used by the <i>Client</i> and/or the <i>Consultant</i> in connection with this contract; and/or</p> <p>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Client Data), including any copies of such information or data, used by the <i>Client</i> and/or the <i>Consultant</i> in connection with this contract.</p>
<b>"Clearance"</b>	means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;
<b>"Consultant Equipment"</b>	the hardware, computer and telecoms devices and equipment supplied by the <i>Consultant</i> or its Subcontractors (but not hired, leased or loaned from the <i>Client</i> ) for the carrying out of the <i>service</i> ;
<b>"Consultant Software"</b>	software which is proprietary to the <i>Consultant</i> , including software which is or will be used by the <i>Consultant</i> for the purposes of carrying out of the <i>service</i> ;
<b>"Consultant System"</b>	the information and communications technology system used by the <i>Consultant</i> in carrying out of the <i>service</i> including the Software, the <i>Consultant</i> Equipment and related cabling (but excluding the Client System);

**"Control"**

means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management

and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;

**"Default"**

any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or Sub Consultants in connection with or in relation to the subject-matter of this contract and in respect of which such party is liable to the other;

**"Dispute Resolution Procedure"**

the dispute resolution procedure set out in this contract (if any) or as agreed between the parties;

**"Client Premises"**

means premises owned, controlled or occupied by the *Client* or its Affiliates which are made available for use by the *Consultant* or its Subcontractors for carrying out of the *service* (or any of them) on the terms set out in this contract or any separate agreement or licence;

**"Client System"**

the *Client's* computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the *Client* or the *Consultant* in connection with this contract which is owned by or licensed to the *Client* by a third party and which interfaces with the *Consultant* System or which is necessary for the *Client* to receive the *service*;

**"Environmental Information Regulations"**

the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

**"FOIA"**

the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;

**"Good Industry Practice"**

the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading

company within the relevant  
industry or business sector;

<b>"ICT"</b>	information and communications technology;
<b>"ICT Environment"</b>	the Client System and the <i>Consultant</i> System;
<b>"Impact Assessment"</b>	an assessment of a Compensation Event;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Assets Register"</b>	the register of information assets to be created and maintained by the <i>Consultant</i> throughout the carrying out of the <i>service</i> as described in the contract (if any) or as otherwise agreed between the parties;
<b>"ISMS"</b>	the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties and will directly reflect the scope of the <i>service</i> ;
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the <i>service</i> but excluding know how already in the <i>Consultant's</i> or the <i>Client's</i> possession before this contract;
<b>"List x"</b>	means, in relation to a Subcontractor, one who has been placed on List X in accordance with Ministry of Defence guidelines and procedures, due to that Subcontractor undertaking work on its premises marked as CONFIDENTIAL or above;
<b>"Malicious Software"</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>"Process"</b>	has the meaning given to it under the Data Protection Legislation but, for the purposes of this contract, it shall include both manual and automatic processing;
<b>"Protectively Marked"</b>	shall have the meaning as set out in the Security Policy Framework.
<b>"Regulatory Bodies"</b>	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or

otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this contract or any other affairs of the *Client* and "Regulatory Body" shall be construed



Crown  
Commercial  
Service

accordingly;  
*Standard 'boilerplate' amendments*



Infrastructure  
and Projects  
Authority



**"Request for Information"** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

**"Security Management Plan"** the *Consultant's* security plan prepared pursuant to paragraph 1.5.3 of schedule J (Security Management Plan) an outline of which is set out in Appendix 1 of schedule J (Security Management Plan);

**"Security Policy Framework"**

**"Security Requirements"**

means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);

means the requirements in the contract relating to security of the carrying out of the *service* (if any) or such other requirements as the *Client* may notify to the *Consultant* from time to time

**"Security Tests"** shall have the meaning set out in Appendix 2 (Security Management Plan) [Guidance: define "Security Tests" in Security Management Plan]

**"Software"** Specially Written Software, *Consultant* Software and Third Party Software;

**"Specially Written Software"** any software created by the *Consultant* (or by a third party on behalf of the *Consultant*) specifically for the purposes of this contract;

**"Staff Vetting Procedures"**

the *Client's* procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;

**"Statement of Applicability"**

shall have the meaning set out in ISO/IEC 27001 and as agreed by the parties during

the procurement phase;

**"Standards"**

the British or international standards, *Client's* internal policies and procedures, Government codes of practice and guidance together with any other specified policies or procedures referred to in this contract (if any) or as otherwise agreed by the parties;

**"Third Party Software"**

software which is proprietary to any third party other than an Affiliate of the *Consultant* which is or will be used by the *Consultant* for the purposes of carrying out of the *service*.

1.2 Introduction

1.2.1 This schedule covers:

- 1.2.1.1 principles of protective security to be applied in carrying out of the *service*;
- 1.2.1.2 wider aspects of security relating to carrying out of the *service*;
- 1.2.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
- 1.2.1.4 the creation and maintenance of the Security Management Plan;
- 1.2.1.5 audit and testing of ISMS compliance with the Security Requirements;
- 1.2.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;
- 1.2.1.7 obligations in the event of actual, potential or attempted breaches of security.

1.3 Principles of Security

1.3.1 The *Consultant* acknowledges that the *Client* places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.

1.3.2 The *Consultant* shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:

- 1.3.2.1 is in accordance with Good Industry Practice, the *law of the contract* and this contract;
- 1.3.2.2 complies with the Security Policy;
- 1.3.2.3 complies with at least the minimum set of security measures and

standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD);

- 1.3.2.4 meets any specific security threats to the ISMS; and
- 1.3.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 1.3.2 of this schedule;
- 1.3.2.6 complies with the Security Requirements; and
- 1.3.2.7 complies with the *Client's* ICT standards.

1.3.3 The references to standards, guidance and policies set out in paragraph 1.3.2.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

1.3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the *Consultant* gives an early warning to the *Service Manager* of such inconsistency immediately upon becoming aware of the same, and the *Service Manager* shall, as soon as practicable, advise the *Consultant* which provision the *Consultant* shall be required to comply with.

#### 1.4 ISMS and Security Management Plan

##### 1.4.1 Introduction:

- (i) The *Consultant* shall develop, implement, operate, maintain and continuously improve and maintain an ISMS which will, without prejudice to paragraph 1.3.2, be accepted, by the *Service Manager*, tested in accordance with the provisions relating to testing as set out in the contract (if any) or as otherwise agreed between the Parties, periodically updated and audited in accordance with ISO/IEC 27001.

1.4.1.1 The *Consultant* shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the carrying out of the *service*.

1.4.1.2 The *Consultant* shall comply with its obligations set out in the Security Management Plan.

1.4.1.3 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the *Client*, aim to protect all aspects of the *service* and all processes associated with carrying out of the *service*, including the construction, use, alterations or demolition of the *service*, the *Consultant* System and any ICT, information and data (including the Client Confidential Information and the Client Data) to the extent used by the *Client* or the *Consultant* in connection with this contract.

##### 1.4.2 Development of the Security Management Plan:

- 1.4.2.1 Within 20 Working Days after the Contract Date and in accordance with paragraph 1.4.4 (Amendment and Revision), the *Consultant* will prepare and deliver to the *Service Manager* for acceptance a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in Appendix 2 of this Part 2 of this Contract Schedule J.
- 1.4.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 1.4.4 (Amendment and Revision), is accepted by the *Service Manager* it will be adopted immediately and will replace the previous version of the Security Management Plan at Appendix 2 of this Part 2 of this Contract Schedule J. If the Security Management Plan is not accepted by the *Service Manager* the *Consultant* shall amend it within 10 Working Days or such other period as the parties may agree in writing of a notice of non- acceptance from the *Service Manager* and re-submit to the *Service Manager* for accepted. The parties will use all reasonable endeavours to ensure that the acceptance process takes as little time as possible and, in any event, no longer than 15 Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the *Service Manager*. If the *Service Manager* does not accept the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No acceptance to be given by the *Service Manager* pursuant to this paragraph 1.4.2.2 of this schedule may be unreasonably withheld or delayed. However, any failure to accept the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 1.4.3.4 shall be deemed to be reasonable.

1.4.3 Content of the Security Management Plan:

- 1.4.3.1 The Security Management Plan will set out the security measures to be implemented and maintained by the *Consultant* in relation to all aspects of the *service* and all processes associated with carrying out of the *service* and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the *service* comply with the provisions of this schedule (including the principles set out in paragraph 1.3);
- 1.4.3.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at the Contract Date to those incorporated in the *Consultant's* ISMS at the date notified by the *Service Manager* to the *Consultant* for the *Consultant* to meet the full obligations of the Security Requirements.
- 1.4.3.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if

necessary to other schedules of this contract which cover specific areas included within that standard.

- 1.4.3.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the *Consultant* and the *Client* engaged in the *service* and shall only reference documents which are in the possession of the *Client* or whose location is otherwise specified in this schedule.

1.4.4 Amendment and Revision of the ISMS and Security Management Plan:

- 1.4.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the *Consultant* annually or from time to time to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the *Consultant* System, the *service* and/or associated processes;
- (c) any new perceived or changed security threats; and
- (d) any reasonable request by the *Service Manager*.

- 1.4.4.2 The *Consultant* will provide the *Service Manager* with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the *Client*. The results of the review should include, without limitation:

- (a) suggested improvements to the effectiveness of the ISMS;
- (b) updates to the risk assessments;
- (c) proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
- (d) suggested improvements in measuring the effectiveness of controls.

- 1.4.4.3 On receipt of the results of such reviews, the *Service Manager* will accept any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 1.4.2.2.

- 1.4.4.4 Any change or amendment which the *Consultant* proposes to make to the ISMS or Security Management Plan (as a result of a *Service Manager's* request or change to the *service* or otherwise) shall be subject to the early warning procedure and shall not be implemented until accepted in writing by the *Service Manager*.

#### 1.4.5 Testing

- 1.4.5.1 The *Consultant* shall conduct Security Tests of the ISMS on an annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the *Service Manager*.
- 1.4.5.2 The *Service Manager* shall be entitled to witness the conduct of the Security Tests. The *Consultant* shall provide the *Service Manager* with the results of such tests (in a form accepted by the *Client* in advance) as soon as practicable after completion of each Security Test.
- 1.4.5.3 Without prejudice to any other right of audit or access granted to the *Client* pursuant to this contract, the *Service Manager* and/or its authorised representatives shall be entitled, at any time and without giving notice to the *Consultant*, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the *Consultant's* compliance with the ISMS and the Security Management Plan. The *Service Manager* may notify the *Consultant* of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the carrying out of the *service*. If such tests adversely affect the *Consultant's* ability to carry out the *service* in accordance with the Scope, the *Consultant* shall be granted relief against any resultant under-performance for the period of the tests.
- 1.4.5.4 Where any Security Test carried out pursuant to paragraphs 1.4.5.2 or 1.4.5.3 above reveals any actual or potential Breach of Security, the *Consultant* shall promptly notify the *Service Manager* of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the *Consultant* proposes to make in order to correct such failure or weakness. Subject to the *Service Manager's* acceptance in accordance with paragraph (i), the *Consultant* shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the *Service Manager* or, otherwise, as soon as reasonably possible. Where the change to the ISMS or Security Management Plan is made to address a non-compliance with the Security Policy or Security Requirements, the change to the ISMS or Security Management Plan is Disallowed Cost.

#### 1.5 Compliance with ISO/IEC 27001

- 1.5.1 Unless otherwise agreed by the parties, the *Consultant* shall obtain independent certification of the ISMS to ISO/IEC 27001 within 12 months of the Contract Date and shall maintain such certification until the Defects Certificate or a termination certificate has been issued.
- 1.5.2 In the event that paragraph 1.5.1 above applies, if certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in

ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the *Consultant* reasonably believes that it is not compliant with ISO/IEC 27001, the *Consultant* shall promptly notify the *Service Manager* of this and the *Client* in its absolute discretion may waive the requirement for certification in respect of the relevant parts.

- 1.5.3 The *Service Manager* shall be entitled to carry out such regular security audits as may be required and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.
- 1.5.4 If, on the basis of evidence provided by such audits, it is the *Service Manager's* reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the *Consultant*, then the *Service Manager* shall notify the *Consultant* of the same and give the *Consultant* a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the *Consultant* does not become compliant within the required time then the *Service Manager* has the right to obtain an independent audit against these standards in whole or in part.
- 1.5.5 If, as a result of any such independent audit as described in paragraph 1.5.4 the *Consultant* is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the *Consultant* shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the *Client* in obtaining such audit.

## 1.6 Breach of Security

- 1.6.1 Either party shall give an early warning to the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 1.6.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 1.6.1, the *Consultant* shall:
  - 1.6.2.1 immediately take all reasonable steps necessary to:
    - (a) remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and
    - (b) prevent an equivalent breach in the future.

such steps shall include any action or changes reasonably required by the *Service Manager*; and



- 1.6.2.2 as soon as reasonably practicable provide to the *Service Manager* full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

## SCHEDULE 5 CYBER ESSENTIALS

### CYBER ESSENTIALS SCHEME

#### 1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: <a href="https://www.ncsc.gov.uk/cyberessentials/overview">https://www.ncsc.gov.uk/cyberessentials/overview</a> ;
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the <i>Consultant</i> as set out in the Framework Data Sheet;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the <i>Consultant's</i> cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

#### 2. CYBER ESSENTIALS OBLIGATIONS

2.1 Where the Scope requires that the *Consultant* provide a Cyber Essentials Certificate prior to the execution of the *service* the *Consultant* shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the *service* the *Consultant* delivers to the *Client* evidence of the same. Where the *Consultant* fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the *service* under any contract until such time as the *Consultant* has evidenced to the *Client* its compliance with this paragraph 2.1.

2.2 Where the *Consultant* continues to Process Cyber Essentials Scheme Data during the carrying out of the *service* the *Consultant* delivers to the *Client* evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the *Consultant* under paragraph 2.1.

2.3 Where the *Consultant* is due to Process Cyber Essentials Scheme Data after the commencement of the *service* but before completion of the *service* the *Consultant* delivers to the *Client* evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the *Consultant* Processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the *Consultant* under paragraph 2.1.

2.4 In the event that the *Consultant* fails to comply with paragraphs 2.2 or 2.3 (as applicable), the *Client* reserves the right to terminate this contract for material Default.

2.5 The *Consultant* ensures that all sub-contracts with Sub-Consultants who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Consultants than those imposed on the *Consultant* under this contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule

2.6 This Schedule shall survive termination or expiry of this contract.

## SCHEDULE 6 – INDEXATION

The *Consultant* shall provide People Rates as part of their tender. The People Rates will be included in the Short Schedule of Cost Components.

The People Rates shall not be revised for a period of 12 months from the Contract Date but, upon receipt of the written request by the *Consultant* shall be revised thereafter, on each subsequent anniversary of the Contract Date with the agreement of both the *Client* and the *Consultant*, in accordance with the formula set out below. However, if the *Consultant*, when quoting for a Task, wishes to **reduce** the rates in the People Rates they are free to do so.

Each agreed rate variation will be valid for a period of 12 months and shall take effect on the annual anniversary of the Contract Date.

Rate revision formula:

The Percentage Uplift is calculated in accordance with the following formula:

$$A = \frac{1 + (C - B)}{B}$$

Where:

A = Percentage Uplift

B = CPI for month the contract is entered into or date of previous annual anniversary of Contract Date

C = increase in index at each subsequent anniversary of Contract Date.

The index to be used shall be the CPI.

No existing Task or any compensation event which the *Client* may instruct shall be subject to any change to the People Rates. Only new Task Orders which are instructed by the *Client* after revised People Rates take effect shall be subject to any uplift.

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## **SCHEDULE 2**

### **Scope**

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VOLUME 4- PSC Scope

PROJECT AND COST MANAGEMENT  
PARTNER

## Contents

Contents	2
S 050 Definitions	11
S 100 Purpose of the service	17
S 105 Background	17
S 105.1 The <i>Consultant's</i> Objectives	17
S 105.2 Strategic Partnering	18
S 105.3 Procurement	18
S 105.4 Overreaching Programme Delivery Strategy	18
S 105.5 Professional services Work Packages	19
S 105.6 Works to the undertaken by the <i>Client</i>	19
S 105.7 Key services covered by these conditions of contract	21
S 200 Description of the service	22
S 205 Description of the service	22
S 205.1 Programmatic scope of service	22
S 205.1.1 Account and support structure	22
S 205.1.2 Resource and planning	23
S 205.1.3 Programme/Contract Management	23
S 205.1.4 Contract Management Deliverables	24
S 205.1.5 Stakeholder engagement and management	24
S 205.1.6 Capital Programs Delivery Strategy	24
S 205.1.7 Client's Standards Review	25
S 205.1.7.1 <i>Client's</i> Requirements and Standards	25
S 205.1.7.2 <i>Client's</i> End 2 End Processes	25
S 205.1.7.3 Deliverables Templates	26
S 205.1.7.4 <i>Client's</i> RASCI Matrix	26
S 205.1.7.5 <i>Client's</i> Health and Safety	26
S 205.2 Task Order Scope of service	27
S 205.2.1 – RIBA Stage 0 – Strategic Definition	29
S 205.2.2 – RIBA Stage 1 - Preparation and Briefing	31

S 205.2.3 – RIBA Stage 2 – Concept Design	36
S 205.2.4 – RIBA Stage 3 – Spatial Coordination	39
S 205.2.4.1 – RIBA Stage 3a – Early Construction Contractor Led Design	40
S 205.2.4.2 – RIBA Stage 3b – Design Partner Led Design	43
S 205.2.5 – RIBA Stage 4 – Technical Design	44
S 205.2.5.1 – RIBA Stage 4a – Design & Build	45
S 205.2.5.2 – RIBA Stage 4b – Traditional Procurement	47
S 205.2.6 – RIBA Stage 5 – Manufacture and Construction	48
S 205.2.7 – RIBA Stage 6 – Handover	50
S 205.2.8 – RIBA Stage 7 – Use	53
S 205.3 Sustainability Requirements	55
S 205.3.1 – RIBA Stage 0 – Strategic Definition	55
S 205.3.2 – RIBA Stage 1 – Preparation and Briefing	56
S 205.3.3 – RIBA Stage 2 – Concept Design	57
S 205.3.4 – RIBA Stage 3 – Spatial Coordination	57
S 205.3.5 – RIBA Stage 4 – Technical Design	58
S 205.3.6 – RIBA Stage 5 – Manufacturing and Construction	59
S 205.3.7 – RIBA Stage 6 – Handover	59
S 205.3.8 – RIBA Stage 7 – Use	60
S 205.4 Government Soft Landings (GSL) Requirements	62
S 205.4.1 – RIBA Stage 0 – Strategic Definition	62
S 205.4.2 – RIBA Stage 1 – Preparation and Briefing	63
S 205.4.3 – RIBA Stage 2 – Concept Design	64
S 205.4.4 – RIBA Stage 3 – Spatial Coordination	65
S 205.4.5 – RIBA Stage 4 – Technical Design	65
S 205.4.6 – RIBA Stage 5-7 – Manufacturing and Construction	66
S 205.5 Agreement <i>for Lease</i>	69
S 205.6 Additional Scope – Specialist Buildings	70
S 205.6.1 – High Security Facilities	70
S 205.6.1.1 RIBA Stage 1 – Preparation & Brief	70



S 205.6.1.2 RIBA Stage 2 - Concept Design	71
S 205.6.1.3 RIBA Stage 3 and 4 - Technical and Developed Design	71
S 205.6.1.4 RIBA Stages 5 & 6 – Construction / Handover & Close	72
S 205.6.2 - Heritage Facilities	72
S 205.6.2.1 - RIBA 0 – Strategic Definition	72
S 205.6.2.2 - RIBA 1 – Preparation and Brief	72
S 205.6.2.3 - RIBA 2 – Concept Design	73
S 205.6.2.4 - RIBA 4 – Technical Design	74
S 205.6.2.5 - RIBA 5 – Manufacturing and Construction	74
S 205.6.2.6 - RIBA 6 – Handover	74
S 205.7 Development Manager	74
S 205.8 Contract Administration and Monitoring	75
S 205.9 Bomb Blast Assessment	77
S 205.10 Early Contractor Involvement	78
S 205.11 Constructability Reviews	78
S 205.12 Value Engineering	78
S 205.13 B2IM	78
S 300 Existing information	80
S 305 Existing Information	80
S 400 Specification and standards	81
S 405 <i>Client's</i> service specifications	81
S 410 Standards	83
S 500 Constraints on how Consultant is to Provide the Service	84
S 505 General Constraints	84
S 505.1 Access to the <i>Client's</i> Premises	84
S 505.2 Working Hours	84
S 515 Interfaces with third parties	84
S 515.1 Planning Authorities	84
S 515.2 Historic England	84
S 515.3 Historic Environment Scotland	84

S 515.4 Historic Environment Division, NI	84
S 515.5 BREEAM Assessors	85
S 515.6 Crown Fire Safety Inspectors	85
S 515.7 CPNI & National Technical Authority	85
S 515.8 Local Police Forces	85
S 515.9 Construction Contractor & Specialist Subcontractors	85
S 515.10 Surveys undertaken by <i>Client</i>	85
S 515.11 Utility Providers	85
S 515.12 Sports England	85
S 520 Submission procedure and acceptance criteria	86
S 520.1 Document Submission Procedure	86
S 520.2 Acceptance	86
S 520.3 <i>Client's</i> requirements	87
S 520.4 Status of Information	87
S 525 Quality management system	88
S 530 Quality policy statement and quality plan	89
S 535 Security	89
S 536.1 Security Clearance Requirement	89
S 535.2 Management and Maintenance of Security Clearance	89
S 535.3 Security Training	90
S 535.4 Risk Management	90
S 535.5 Security Audit and Assurance	90
S 535.6 PCI DSS Compliance and Certification	91
S 535.7 Cryptography and encryption	92
S 535.8 Security Passes	92
S 535.9 Security and identification of people	93
S 535.10 Security Access	93
S 535.11 Information Management Security	93
S 535.12 Due Diligence Reviews	94
S 535.13 Security Breaches	94

S 535.14 Change Management	95
S 535.15 Network Security	95
S 535.16 Business Continuity Management and Disaster Recovery	96
S 535.17 End, Expiry and Termination of Contract	97
S 540 Industrial Relations	98
S 545 Form of retained documents	98
S 600 Consultant's programme	99
S 605 Programme requirements	99
S 605.1 The programme	99
S 605.2 Activity and Work Breakdown Structure (WBS)	99
S 605.3 Resource Loading	100
S 605.4 Time Risk Allowance	100
S 605.5 Activity Codes	100
S 605.6 Schedule Management	100
S 610 Methodology statement and Format of the programme	100
S 615 Information and other things provided by the Client and Others	101
S 625 Revised programme	101
S 700 Task Order Plan	102
S705 Task Order Plan Requirements	102
S 705.1 Activity and Work Breakdown Structure	102
S 705.2 Settings, Layouts and Activity Codes	103
S 705.3 Resource Loading	103
S 705.4 Time Risk Allowance	103
S 705.5 Critical Path and Display Bars	103
S 705.6 Activity Codes	103
S 705.7 Schedule Management	103
S 705.8 Baseline Task Order Plan	104
S 710 Methodology Statement	104
S 715 Work of the Client and Others	105
S 720 Information and other things provided by the Client and Others	105

S 730 Revised Task Order Plan	105
S735 Task Completion Definition	106
S 735.1 – RIBA Stage 0 – Strategic Definition	106
S 735.2 - RIBA Stage 1 - Preparation and Briefing	107
S 735.3 - RIBA Stage 2 – Concept Design	109
S 735.4 - RIBA Stage 3a and 3b – Spatial Coordination	110
S 735.5 - RIBA Stage 4a – Technical Design	112
S 735.6 - RIBA Stage 4b – Technical Design	113
S 735.7 - RIBA Stage 5 – Manufacture and Construction	113
S 735.8 - RIBA Stage 6 – Handover	114
S 735.9 - RIBA Stage 7 – Use	115
S 800 Management of the <i>service</i>	117
S 805 <i>Client</i> Team Leads	117
S 805.1 <i>Client's</i> Capital Projects Team	117
S 805.2 The <i>Client's</i> Other Teams	118
S 810 Project team – Others	119
S 810.1 Design Partner	120
S 810.2 Specialist Design Services Partner	120
S 810.3 Construction Contractor	121
S 815 Communication system	121
S815.1 Communications	121
S815.2 Communications and Publicity	121
S 820 Management procedures	122
S 820.1 Meetings, attendees and meeting records	122
S 820.1.1 Programme Level Meeting – Programme Start-Up Meeting	123
S 820.1.2 Programme Meeting – Capital Project Programme Board Meeting	123
S 820.1.3 Programme Meeting - Quarterly Partner Meeting	123
S 820.1.4 Task Level Meeting - Gated Review	124
S 820.1.5 Task Level Meeting – Early Warning Meeting	124
S 820.1.6 Task Level Meeting – Change Advisory Board	124

S 820.1.7 Task Level Meeting – Task Start-Up Meeting	124
S 820.1.8 Task Level Meeting – Progress meetings	125
S 820.1.9 Task Level Meeting – Design Meetings	126
S 820.1.10 Task Level Meeting - Handover Meetings	126
S 820.1.11 Task Level Meeting - Other	126
S 820.2 Reporting formats and requirements (e.g. progress reports)	127
S 820.2.1 Reporting Governance & Monthly Cycle	127
S 820.3 Key Performance Indicators	128
S 825 <i>Consultant's</i> application for payment	131
S 825.1 Invoicing	131
S 825.2 Payment	131
S 825.3 Records of expenses	132
S 830 Work Location	132
S 900 Working with the <i>Client</i> and Others	133
S 905 Coordination and cooperation	133
S 905.1 Team Work	133
S 905.2 Organisation Charts	133
S 905.3 <i>Consultant's</i> team	133
S 905.4 Design coordination	135
S 905.5 Interface Management	135
S 910 Requirements from Others	135
S 910.1 Programme Management Office (PMO) and Work Steam Office (WSO)	135
S 1000 Services and other things to be provided	137
S 1005 Services and other things provided by the <i>Consultant</i> for the use by the <i>Client, Service Manager</i> or Others	137
S 1010 Services and other things to be provided by the <i>Client</i>	137
S 1010.1 Common Data Environment (CDE)	137
S 1010.2 Office Space	137
S 1015 Provision by Others	137
S 1020 Approvals from Others	137
S 1020.1 Stage Gate Approval Requirements	138

S 1020.2 Stage Gate Approval Pack	140
S 1025 Information and other things provided by the <i>Consultant</i> at the end of the Service Period	142
S 1100 Health and Safety requirements	145
S 1105 Health and Safety Requirements	145
S 1110 Statutory Requirements	145
S 1115 Inspections	146
S 1200 Subcontracting	147
S 1205 Restrictions or requirements for subcontracting	147
S 1210 Acceptance procedure	147
S 1300 Acceptance or procurement procedure	148
S 1305 Procurement procedures	148
S 1310 Submission and acceptance procedures	148
S 1400 Other requirements of the conditions of contract	149
S 1405 <i>Client</i> use of the material	149
S 1410 <i>Consultant</i> use of the material	149
S 1500 Accounts and records	150
S 1505 Additional records	150
S 1600 Undertakings to the Client or Others	151
S 1605 Undertakings to Others	151
S 1700 Ultimate holding company guarantee	152
S 1800 Transfer of rights	153
S 1805 Exceptions to the <i>Client's</i> rights over material prepared for the service	153
S 1810 Other rights to be obtained by the <i>Consultant</i>	153
S 1900 Information modelling	154
S 1905 Information Model Requirements	154
S 2000 Performance bond	155
Appendix 1 - Task Order Template	156
PART ONE – data provided by the <i>Client</i>	157
PART TWO – data provided by the <i>Consultant</i>	162
2 Time	163

Appendix 2 – Strategic Partner Charter	165
Appendix 3 – End to End Processes	166
Appendix 4 - Gateway Process Capital Projects Handbook	167
Appendix 5 - PMO Handbook	168
Appendix 6 – Form of Undertaking to Others	169
Appendix 7 – Form of Ultimate Holding Company Guarantee	1
Appendix 8 – Form of Performance Bond	1

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## S 050 Definitions

The following definitions apply to capitalised terms in this Scope of works:

Term	Definition
Approved for Construction	Documents that have been issued for construction and approved by the Service Manager as complete.
AfL	Agreement for Lease
Basis of Design	A detailed, narrative document that describes the Client's key design principles.
B2IM	Better Building Information Management
BBA	Bomb Blast Assessment
BIM Model	Building Information Management. Three-dimensional representation of the facility design used as a tool to manage the design coordination activities
BREEAM	The Building Research Establishment Environmental Assessment Method for rating and certifying the sustainability of buildings
B2IM	Better Building Information Management
CDE	Common Data Environment
CDEL	Capital Departmental Expenditure Limit
CO	Cabinet Office
COSC	Cabinet Office Spend Controls
CPPB	Capital Projects Programme Board
CR	Change Request
CRF	Change Request Form
Construction Contract	The contract between the <i>Client</i> and the Construction Contractor
Construction Contract Completion	The completion of Construction Contract in line with the requirement under that agreement. Defined as Practical Completion under a JCT form of contract or Completion under the NEC form.



Term	Definition
Construction Contract Scope	JCT Employers Requirements or NEC Scope document
Cat A Fit Out	<p>A Cat A fit out is the basic finishing of an interior space and includes installation of:</p> <ul style="list-style-type: none"> <li>● HVAC (fan coils, ducts, grilles and diffusers, pipework etc.)</li> <li>● Electrical services (tray/conduit/basket, lighting, power, fire alarm etc.)</li> <li>● Suspended / MF ceilings</li> <li>● Raised access flooring (unfinished)</li> <li>● Public Health (wc sanitary &amp; drainage) - if within the demise.</li> <li>● Public Health (drainage for kitchen/tea point facilities)</li> <li>● Basic internal finishes</li> <li>● Lifts (If Cat A includes Shell &amp; Core)</li> <li>● Sprinklers, if required</li> <li>● External Landscaping, which may include elements such as DDA, Lighting and HVM works (depending on procurement route and timing of engagement)</li> </ul>
Cat B Fit Out	<p>A Cat B fit out is the operational fit out of an interior space and includes installation of:</p> <ul style="list-style-type: none"> <li>● Partitions and doors (inc. meeting rooms, offices, breakout spaces, MERs and SERs)</li> <li>● Floor finishes</li> <li>● Specialist lighting and facilities</li> <li>● Cafés, tea points and kitchen areas</li> <li>● Modified HVAC, small power, lighting and fire alarms</li> <li>● IT installation and infrastructure</li> <li>● Modified sprinklers – if installed</li> <li>● Security installation – access control, security alarms, cctv etc.</li> <li>● External Landscaping, which may include elements such as DDA, Lighting and HVM works (depending on procurement route and timing of engagement)</li> </ul>
Cat C Fit Out	<p>A Cat C fit out is the final fit out of an interior space and includes installation of:</p> <ul style="list-style-type: none"> <li>● Furniture, Fittings and Equipment (FF&amp;E)</li> <li>● Branded material and décor</li> </ul>

Term	Definition
	<ul style="list-style-type: none"> <li>• Built in Cabinetry</li> <li>• Bespoke Joinery</li> <li>• AV Equipment</li> </ul>
Construction Contractors	The construction contractors are the <i>Client's</i> construction contractors engaged under a separate contract to undertake works at the project site. This may include Shell & Core, Fit Out, or New Build Construction.
<i>Client</i> Design Guides & Technical Annexes	Standards owned by Design & Engineering as further identified in section S 400 Specification and standards
Delivery Strategy	As defined in section S 105.4 Overreaching Programme Delivery Strategy
Design Team	Consultant's design organisation
Document Control Procedure	Defined process to appropriately managed all project documentation and drawings
ECI	Early Contractor Involvement
ECI Contract	The contract between the <i>Client</i> and Construction Contractor to provide ECI services
ECI Scope	The document outlining the service requirements for ECI.
EPC	Energy Performance Certificates
ER	Employer Requirements
ExCo	Executive Committee
FBC	Full Business Case
FTE	Full Time Equivalent
Gateway Approval	As defined in S 1020 Approvals from Others
GMP	Good Manufacturing Practice
GMPP	Government Major Projects Portfolio
GPA	Government Property Agency

Term	Definition
HMT	Her Majesty's Treasury
IAAP	Integrated Assurance and Approval Plan
IC	Investment Committee
ICT	Information and Communication Technology
IM	Information Model including the BIM Model
Information Manager	The information manager is responsible for managing the Common Data Environment
Integrated Delivery Team	The team providing services for project delivery including the three Professional Service Partners and the Construction Contractor.
IPA	Infrastructure Projects Authority
Key Roles Interface Chart	Organisation chart for the project, overlaid with additional information to describe key communication routes
LAD	Lease Approval Document
Landlord Work`	Work undertaken by Others prior to the <i>Client</i> taking over the building.
LPB	Location and Property Board
MoU	Memorandum of Understanding
ToR	Terms of Reference
OBC	Outline Business Case
OGDs	Other Government Departments
PBC	Programme Business Case
PM	Project Manager
PMO	Programme Management Office
Project Plan	Master programme used to monitor the progress of the entire construction project. This is the programme under the Construction Contract.

Term	Definition
Principal Designer	A principal designer is a designer who is an organisation appointed by the <i>Client</i> to take control of the pre-construction phase of any project involving more than one contractor, in accordance with Construction (Design and Management) Regulations 2015
Project Execution Plan	Management document that describes the key strategies to manage the project to a successful outcome and to meet Business needs
Project Communications Plan	See section S 205.2 Task Order Scope of <i>service</i>
QS	Quantity Surveyor (Project Cost Manager)
RAID	Risks, Assumptions, Issues and Dependencies
RASCI	Responsible, Accountable, Supporting, Consulted, Informed
RDEL	Resource Departmental Expenditure Limit
Refurbishment Projects	<p>A refurbishment project may comprise of:</p> <ul style="list-style-type: none"> <li>• Strippout of existing MEP installations within a space.</li> <li>• Potential strippout and replacement of main plant (assuming not external Landlord owned / managed.</li> <li>• Potential roof, glazing, insulation, facade replacement/upgrades (assuming not external Landlord owned / managed)</li> <li>• Inclusion of all Cat A, B and C elements above - but delivered as a cohesive package to limit waste.</li> </ul> <p>Potential upgrades to incoming utilities to cater for increased loads or required resilience.</p>
RFI	Request for Information
RFP	Request for Proposal
RIBA	Royal Institute of British Architects
RPA	Risk Potential Assessment
SAM	Stakeholder and Approvals Manager

Term	Definition
Shell and Core	<p>A weather-proofed space that is complete from the outside and is ready for fit out activities to take place. Items that are complete include:</p> <ul style="list-style-type: none"> <li>• Lobbies</li> <li>• Lift shafts</li> <li>• Concrete and metal frame</li> <li>• Structural elements</li> </ul>
SOC	Strategic Outline Case
Suitable Qualified and Experienced Register	A list of all Designers who are carrying out significant activities and have proven their competence to carry out their design responsibilities documenting to the <i>Client</i> , on a yearly basis, that personnel have maintained their professional accreditation.
SHE	Safety, Health and Environment
SLT	Capital Projects Senior Leadership Team
SRO	Senior Responsible Officer
Strategic Project Team	The ultimate stakeholders having approval or beneficial interest in the project. The interface between the project and the <i>Consultant</i> is managed by the <i>Client's</i> Stakeholder and Approvals Manager.
Technical Bid Analysis	Selection process which focuses solely on technical discriminators to identify the most appropriate bid offer
TARA	Threat and Risk Assessment
VIP	Viewpoint for Projects Common Data Environment
WHC	Whitehall Campus

## S 100 Purpose of the service

The purpose of the *service* is to integrate the *Consultant* as a professional services partner to the *Client* that provides Project Management and Cost Management services as stated in this Scope. The *Consultant* supports and works alongside the *Client* to deliver the Government Hubs and Whitehall Campus Programme specified in this Scope.

## S 105 Background

The *Client* (GPA) is at the forefront of the government's transformation agenda helping government departments to deliver their business needs. The *Client* is rationalising and improving the estate, creating shared, sustainable spaces with transformed digital tools and modern workplace services. The *Client* is driving sustainability to achieve the government's carbon net zero ambition, adopting modern technology, and reshaping its services to deliver a revised workplace strategy that is genuinely people focused.

The *Client's* strategic outcomes are to:

- Help transform the civil service,
- Promote growth across the UK,
- Contribute to net zero, and
- Achieve better value in the civil service estate

In order to give effect to its strategic outcomes through this programme of works the *Client* has set the following strategic objectives:

- Make best use of private sector expertise through a series of strategic partnerships like the one formed with the *Consultant* through these *conditions of contract* to support the *Client's* delivery strategy and strengthen both capacity and capability within the *Client's* team
- Integrating project delivery through contracts that are programme rather than the project led unifying delivery across project teams
- Create consistent performance across the various regions and contracts driven by quality of the teams deployed
- Create a framework and promote collaborative working within project teams

### S 105.1 The *Consultant's* Objectives

The *Client's* objectives for these *conditions of contract*, and thus the objectives the *Consultant* must adhere to in Providing the Service are:

- Provide national Project and Cost Management service coverage across the UK offering expert services in all areas from project including pipeline support, RIBA Stage 0 - Strategic Definition to RIBA Stage 7 - Use and post occupancy stages.

- Become scalable to grow with the *Client* and strategically manage the *Client's* government property portfolio presented over the *service period*.
- Become a strategic partner, integrate with the *Client's* team and become an integral part of delivering the *Client's* portfolio of work providing programmatic and project support and bring market innovation and insight to foster continual improvement through the life of the contract
- Create and improve the efficiency and effectiveness of the government estate proactively participating in shaping the *Client's* strategic direction and approach and developing an understanding of the *Client's* culture and requirements.
- Be responsive to changing demands and provide the appropriate level of resources required to maintain the rapid pace to deliver the *Client's* programme.
- Maintain visibility and comply with government and statutory governance requirements, legislation and policy objectives.
- Bring the latest marketplace innovations, access to market leading solutions, innovation, best practice and ability to provide a step change in customer service and quality that reflects the ambition of the *Client* whilst delivering on time and achieving value for money.
- Lead by example and maintain a zero harm and right first-time approach in Providing the Service and overseeing the work of Others
- Drive social value, including contributing to GPA's Net Zero agenda
- Support the *Client* by driving operational value across capital delivery and asset integration lifecycles through the application of best in practice Information Management (including BIM) - termed B2IM at GPA.

### S 105.2 Strategic Partnering

The *Client's* approach to strategic partnering is in line with Government Commercial Function good practice and the *Consultant* was selected based on their demonstration of willingness to adopt a partnering approach for mutual benefit. The relationship between partners is managed in line with the GPA's Strategic Partner Charter in Appendix 2.

### S 105.3 Procurement

The *Consultant* was appointed to these *conditions of contract* following a successful outcome within a competitive tender exercise under the Crown Commercial Services Framework – RM 6165 – Construction Professional Services – Lot 1 Built Environment.

### S 105.4 Overreaching Programme Delivery Strategy

The *Consultant* is one of the Professional Services Partners appointed by the *Client* to deliver the wider Capital Projects delivery strategy.

The overarching delivery strategy for these *conditions of contract* is,

- The *Client* appoints the *Consultant* to provide project and cost management services to the *Client* as defined in these *conditions of contract*;
- The *Client* has appointed two other professional services partners to provide design and specialist services,
- The professional services partners work together with the *Client* and Others to discuss, influence, set, implement and resource the strategic direction of the *Client's* construction activities,
- The *Consultant* supports the *Client's* end-to-end lifecycle approach for Information Management targeting benefits in collaboration across the *Client's* supply chain and complex project coordination and interfacing
- The *Client* appoints, with the *Consultant's* support, a Construction Contractor at the appropriate time to deliver Early Contractor Involvement, Shell and Core and Fit Out as required for each Project
- The *Consultant* provides the Scope stated in section S 205.1 Programmatic scope of service for the duration of the *service period*
- Task Orders are issued by the *Service Manager* on a project-by-project basis in accordance with these *conditions of contract*
- The *Consultant* provides the Scope stated in section S 205.2 Task Order Scope of *service* as stated in each Task Order.

#### S 105.5 Professional services Work Packages

The *service* provided by the *Consultant* forms one of the professional services partnership work packages. These are

- Work Package 1 – Project and Cost Management
- Work Package 2 – Design Services
- Work Package 3 – Specialist Services

The *Consultant* provides the *service* in collaboration with the *Client's* other professional services partners as stated in S 105.4 Overreaching Programme Delivery Strategy

#### S 105.6 Works to the undertaken by the *Client*

The *Client's* portfolio is separated into two high level categories of project: new build and refurbishment. These categories are divided into subcategories based on the level and complexity of work undertaken by the Construction Contractor and presented below.

New Build	
Turnkey	The <i>Client</i> provides a site to the Construction Contractor to complete full shell and core and fit



	out works including Cat A,B and C and up to the building being ready for occupation.
Complete Fit Out	The <i>Client</i> provides a shell and core building to a Construction Contractor to complete CAT A, B & C fit out
Partial Fit Out	The <i>Client</i> provides a shell and core building with CAT A complete to a Construction Contractor. The Construction Contractor completed CAT B & C fitout. Note some elements of the CAT A fit out completed by the Developer may need to be redone by the Construction Contractor.
Furniture, Fittings and Equipment	The <i>Client</i> provides to the Construction Contractor a building which is fit out to CAT B and the Construction Contractor is required to complete CAT C fit out.

Refurbishment	
Major/ Minor	The <i>Client</i> provides a building to the Construction Contractor to remove any previously completed fit out works and complete CAT A and CAT B fit out
Heritage	The <i>Client</i> provides a heritage building to the Construction Contractor to remove any previously completed fit out works and complete CAT A and CAT B fit out in accordance with the Heritage Requirements

The *Client's* portfolio also contains certain special purpose buildings that will require the *Consultant* to provide the following additional Scope in Providing the Service.

Additional Scope	
High Security	As identified in Section S 205.6.1 - High Security Facilities
Heritage/Listed Building	As identified in Section S 205.3. – Sustainability Requirements

Early Contractor Involvement (ECI) may be used on any model to obtain input from the Construction Contractor.

### S 105.7 Key services covered by these conditions of contract

The *Consultant* provides joint Project Management and Cost Management services including but not limited to:

- Project Manager / Employer Agent
- Cost Management Services
- Quantity Surveyor
- Contract Administrator
- BIM General Services
- BIM Information Manager
- BIM Coordinator
- Planning Coordination
- Development Manager
- Development Advisor
- Development Monitoring Surveyor
- Mediation and Arbitration support for - Adjudications, arbitration and litigation specialist(s)
- Whole Lifecycle Costing Consultant
- Programmer
- Project Coordinator

The *Consultant* has been assessed and is expected to have and make available for this Scope the above stated resources and any further resource identified or added to the Short Schedule of Cost Components or required for delivering the *service*. The *Consultant's* requirements for Providing the Service are aligned to the eight stages of the RIBA Plan of Works as further described in these *conditions of contract*.

## S 200 Description of the service

### S 205 Description of the service

#### S 205.1 Programmatic scope of service

The *Consultant* integrates themselves within the *Client's* project delivery team and becomes an integral part in shaping, informing and influencing how the *Client* delivers Capital Projects. The *Consultant* appropriately challenges and pushes the *Client's* thinking and approach the delivery of Capital Projects and provides programme wide recommendations on new ways of optimising delivery through the Service Period.

The *Client* undertakes the Intelligent *Client* role managing overall governance of Capital Project to both support and hold to account the delivery of the *Client's* Capital Projects.

This Scope comprises of 6 Work Elements that are to be provided for the duration that the *Consultant* Provides the Service. These are:

- Account and Support Structure
- Resource Planning
- Programme and Contract Management
- Stakeholder Engagement and Management
- Capital Project Delivery Strategy
- *Client's* Standards Review

A description for the *service* required for each Work Element is outlined below. The following documents provide the details of the delivery requirements

##### *S 205.1.1 Account and support structure*

The *Consultant* maintains the level of resources required for Providing the Service, and provides the appropriate resources required to fulfil the requirements outlined in any Task Order. The resources provided by the *Consultant* are suitably qualified and experienced and have the required security clearance (S 535 - Security) to deliver the *service* as reasonably expected of a professional person in the relevant professional discipline and are identified in the Suitably Qualified and Experienced Register. The *Consultant's* Suitably Qualified and Experienced Register is aligned to the *Consultant's* organisational chart as identified in S 905 Coordination and cooperation and is updated and submitted to the *Service Manager* quarterly.

The *Consultant* provides a *Senior Representative* to attend and participate at Programme Board level meetings for the duration of the Service Period and any subsequent extensions.

The *Consultant's Senior Representative* maintains open communications with the *Client's* Programme Director and regional Project Directors with regards to programme and Project

performance. The *Client's* Programme Director obtains Project performance metric from the Project Directors for discussion with the *Consultant's Senior Representative*.

The *Consultant's Senior Representative* must have the authority within the Consultant's organisation to make decisions on any matter regarding these *conditions of contract* without obtaining further approval from within the *Consultant's* organisation.

The *Consultant* is expected to maintain for the *Service Period* a centralised account and support service both centrally of the overall programme of works and locally for each individual Project.

The *Consultant's Senior Representative* keeps a record of the resources deployed in the form of a Resource Allocation Tracker order to provide the support service and reports on the structure of this in the Quarterly Partner Meeting.

The *Consultant's* Senior Representative is accountable for and responsible for maintaining the performance of the *Consultant* Providing the Service for the Service Period including:

- Maintaining and submitting to the *Service Manager* within two weeks of the starting date and a week prior to the Quarterly Partner Meeting for acceptance
  - Suitably Qualified and Experienced Register
  - Resource Allocation Tracker
  - A list of projects within scope of the Consultant and their scope of service and Accepted Programme
  - Programme Charter
  - Key *Client* Stakeholder Register
  - Quality Management Plan
  - Report on agreed KPI Scores
  - Programme wide Early Warning Register

#### *S 205.1.2 Resource and planning*

The *Consultant* provides suitably skilled and experienced teams chosen from the Suitably Qualified and Experienced Register for each Task. The *Consultant's* resource allocation corresponds to the PMO & WSO Schedule. The *Consultant* raises an early warning as soon as it becomes aware that a *key person* needs to be replaced.

#### *S 205.1.3 Programme/Contract Management*

The *Consultant* provides Project and Contract management for this *service*, which includes the creation and management of a plan and programme, contract & cost management for the programmatic and Task requirements to discharge the requirements of this Scope.

The *Consultant's* plan and programme will be used to drive the coordination of the pipeline of works as well as the *Consultant's* Tasks and be fully compliant with programme and plan requirements of this Scope and Clause 31.

The *Consultant* leads the quality requirements for this Scope. The *Consultant* engages with the *Client's* Programme Directors to define the Audit Schedule, for the *Consultant* and any Subcontractors.

#### *S 205.1.4 Contract Management Deliverables*

The *Consultant* produces and maintains the following contract management deliverables while providing this *service*:

- Project Management Plan - submitted within 4 weeks of Contract Date;
- Project Quality Plan - submitted as stated in the Contract Data;
- Resource Allocation Tracker -on a monthly basis
- *Consultant's* Early Warning Register - as per Clause 11.2(7);
- Progress Reports - as per S 820.2 Programme Meeting – Capital Project Programme Board Meeting;
- Accepted Plan and Programme - as per Clause 11(2).2 and S 705.9 Baseline Task Order Plan;
- Revised Plan and Programmes - as per Clause 32 and S 705.8 Schedule Management; and
- Fee Cost Reports - as per section S 825 - *Consultant's* application for payment.
- Programme and project Early Warning Register

#### *S 205.1.5 Stakeholder engagement and management*

The *Consultant* establishes and maintains effective communications and stakeholder management through the Service Period. The key stakeholders are provided by the *Client* in section S 800 Management of the *service*.

The *Consultant* develops and maintains a Key Stakeholder Register and supports the *Service Manager* to manage any stakeholder relationships. The *Service Manager* may delegate stakeholder management responsibility to the *Consultant* where such delegation is deemed by both parties to be beneficial to expedite project delivery.

#### *S 205.1.6 Capital Programs Delivery Strategy*

The *Consultant* participates in Programme Board level meetings and informs the *Client's* Capital Programs Delivery Strategy to develop the requirements and assist the *Client* in achieving the programme's objectives stated in section S 105.1 The *Consultant's* Objectives

The *Consultant's* contribution to shaping the *Client's* Capital Programs Delivery Strategy include:

1. Establishing and running workshops aimed at creating Value Engineering propositions by reviewing the *Client's* Design Standards, requirements and ways of working

2. Attending Project briefings, meetings and workshops to gain an understanding of the *Client's* portfolio of Projects
3. Identifying opportunities to accelerate the programme of any Task Order or sequence projects in such a way as to make best use of the *Consultant's* resources and the IDT
4. Maintain an up-to-date knowledge bank including best practice and lessons learned on behalf of the *Client* including quantified cost risk analysis which is deployed to every Task Order
5. Providing a centralised team for advice and oversight with localised regional expertise and knowledge
6. Recommendation on the implementation of automation and technology solutions and targeted support for GPA in their strategic intent in provision of best-in-class services to end customer with focus on Net Zero, Government Soft Landings and end to end lifecycle information management best practice (B2IM).'
7. Sharing market knowledge and insights from other related sectors to help improve the delivery strategy

#### *S 205.1.7 Client's Standards Review*

##### *S 205.1.7.1 Client's Requirements and Standards*

The *Client* maintains a Knowledge Bank containing the *Client's* up to date service specifications and standards identified in section S 400 Specification and standards as these are updated through the *Service Period*. The Knowledge Bank also includes any Existing Information provided by the *Client* to the *Consultant* or developed as part of Project and PMO templates. The *Consultant* verifies and ensures that they are working to the latest specifications and standards for the duration they are providing the service and ensures that the latest specifications are shared the IDT.

The *Consultant* makes recommendations to the *Service Manager* identifying how the *Client's* specifications and standards can be updated to improve the delivery of Capital Projects and the means by which the *Consultant* Provides the Service based on lessons learned from completed Tasks. This includes providing the latest market intelligence to support and improve delivery of each Task provided under this contract identifying economic cycle, market trends and expected inflation. The *Consultant* maintains a record of the continual improvement changes proposed and presents these at the Quarterly Partner Meeting.

##### *S 205.1.7.2 Client's End 2 End Processes*

The *Consultant* will work with the *Client* and Others to create new, update and align the *Client's* End to End (E2E) processes attached in Appendix 3 across each RIBA Stage based on lessons learned from previous Task Orders.

These E2E processes include

- Workplace Design,
- CDM & Fire,
- MEP,
- Physical Security,
- Sustainability, and
- Government Soft landings
- Lifecycle Information Management- including BIM

#### S 205.1.7.3 Deliverables Templates

The *Client's* PMO team maintains a database of all project deliverable templates. These include templates for the deliverables provided by the *Consultant* under this contract. The Consultant coordinates with the *Client's* PMO to obtain and use the latest *Client* templates in Providing this Service. The *Consultant* works with the *Client's* PMO team to help define and develop the *Client's* deliverables templates for the duration of the Service Period.

#### S 205.1.7.4 *Client's* RASCI Matrix

The *Client's* Team uses a Responsible, Accountable, Support, Consult and Inform (RASCI) Matrix to manage the interface and map the requirements of the various members of the IDT within a Project. The *Consultant* works with the IDT and *Client* Team to update and evolve the RASCI matrix such that it incorporates lessons learned from previously delivered Projects and improves the IDT's understanding of key interfaces and their requirements of managing these.

The *Consultant* gives an early warning and notifies the Service Manager as soon as they become aware of an ambiguity or inconsistency between the requirements in the *Client's* RASCI matrix and the requirements in this Scope. The *Service Manger* states how the ambiguity or inconsistency should be resolved.

#### S 205.1.7.5 *Client's* Health and Safety

The *Consultant* works with the *Client* to develop the Health & Safety requirements applicable to the service. The Consultant makes recommendations on how the health and safety requirements could be improved through the Service Period

## S 205.2 Task Order Scope of service

The following section identifies the *service* which the *Service Manager* may instruct the *Consultant* to provide as a Task. These services are aligned to the RIBA Plan of Work 2020 Stages. The *Service Manager* may instruct a Task Order for any combination of RIBA Stages to be delivered by the *Consultant*.

Each Task Order will identify:

- RIBA Stages to be provided
- Expected duration for each Task
- Task Order Completion Date
- Project
- Type of Project
- Location of Project
- Additional Scope required
- Additional Constraints
- Additional Documents
- Pricing Document
- Commercial Mechanism to be used
- The *Consultant's key people* with attached CVs
- Project programme and resource plan

The *Consultant* is responsible for the overall coordination of the Project including coordination of the Integrated Delivery Team (IDT) and will provide the following *services* for each Task until Task Completion and across each RIBA Stage:

- Engages and assigns to the Project the appropriate level of resources to meet the requirements of the type of project identified in the Task Order
- Contract Administration in S 205.8 - Contract Administration and Monitoring
- Identifying together with the *Client's* Team the Integrated Delivery Team (IDT) to meet the requirements the relevant RIBA stage including:
  - Identification of total required resources in the Project Resource Plan,
  - Identify any existing information, design standards
  - Identification of specialist resources and security clearance requirements, and
  - Review any existing appointments and additional key deliverables required
- Provides recommendation to the *Client's* Programme Director for the appointment of the IDT to deliver the required RIBA Stage and



- Agree: scope, appointment route, resource level and mobilisation date
  - Obtains approval and sign off of Call Off Contract/Task Order from the *Client* and
  - Ensure the Purchase Order is raised and issued by the *Client's* Team.
- Maintains the Early Warning Register in line with GPA risk and issue management processes
  - Maintain Derogation Log of Strategic Project Team and Other Government Department led changes
  - Maintain and complete the *Client's* Design & Engineering (D&E) End to End (E2E) processes in the *Client's* CDE attached in Appendix 2 through each RIBA Stage delivered. These E2E processes include
    - Workplace Design,
    - CDM & Fire,
    - MEP, and
    - Physical Security
    - Sustainability
    - BREEAM & NABERS,
    - Government Soft landings
    - Lifecycle Information Management- including BIM
  - Provides, manages and maintains access to the *Client's* Knowledge Bank for the IDT coordinate with the Design Partner to ensures that any resources working on a Project has access to the latest *Client* standards, specifications and existing information.
  - Delivers the Sustainability Requirements in section S 205.3. – Sustainability Requirements
  - Delivers the Government Soft Landings requirements in section S205.4
  - Coordinate the Project and work of Others provided for the same Project
  - Ensure the Principal Designer role is assigned as defined in S 050 Definitions
  - Review lessons learned within one month of previous stage Gateway Approval and coordinate continual improvement exercises as specified in section S 205.1.7.2

### *S 205.2.1 – RIBA Stage 0 – Strategic Definition*

The RIBA Stage 0 Task requires the *Consultant* to provide strategic services to the Project.

The *Consultant* is responsible for and engages the necessary resources to:

- Set up the Project Board, start Project Working Group/Integrated Delivery Team meetings and project governance
- Define, test with the necessary stakeholders, and write the Delivery Strategy in line with the *Client's* Capital Project: Project Initiation Process incorporating feedback and lessons learned from previous projects and aligning to the project type identified in the Task Order
- Produce Project Brief
- Produce Strategic Asset Assessment outlining strategic approach for refurbishment projects
- Ratify shortlist options and options that best delivers *Client's* Technical Requirements
- Produce Project Execution Plan (PEP)
- Produce Project Plan schedule
- Produce Project Communication Plan
- Set up project financials, prepare Project cost estimate for Project budget and seed funding requirement and monthly cash flow analysis
- Creation of a project site in MS Project Online and Viewpoint
- Engage with the Strategic Project Team and Other Government Departments to obtain and develop Employer's Requirements (ERs) and confirm with D&E and Property the latest set of ERs required to be used for the market search.
- Engage with the *Client* and the Design Partner to determine the appropriate standards applicable to the Project including *Client* scoping requirements and Design Guides
- Obtain input from the IDT to run Space Budget Calculator to inform RfP
- Produce Options Appraisal
- Complete feasibility study
- Site appraisal for new build projects including brown and green field sites
- Complete Design & Engineering assurance for RIBA 0 and obtain RIBA 0 Gateway Approval

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's*.

**Stakeholder & Approvals Manager to:**

- to complete Outline Business Case for the Project
- Strategic Project Team Definition and Organogram

- Validate Commitment in Principle to Lease from Strategic Project Team or Other Government Department
- Capture scoping requirements for Project from Strategic Project Team or Other Government Departments

**Property Team to:**

- to produce request for information, conduct property market searches and support lease agreement negotiations (if applicable)
- to review RFI results, early feasibility and optioneering with investment committee and obtain approval to proceed to RfP
- to prepare RFP documentation for formal engagement and evaluation of property market by providing key input in aligning RFP with *Client* requirements
- to respond to RFI requests from property market

**Design & Engineering Team to:**

- To develop and agree Net Zero/Sustainability and Wellbeing outcomes for the Project, as further defined in section S 205.3. – Sustainability Requirements
- Implement the *Client's* B2IM Requirements and adhere to all Responsible and Accountable roles in the B2IM high level responsibility matrix
- Confirm specific security requirements for the asset and information management in alignment with GPA Security Management Plan
- Identify need for focused CAT A and CATB/C coordination as per lessons learnt or project complexity

**Project Director to:**

- To seek endorsement and approval of OBC and Project Brief by Route to Market Steering Group approval and Investment Committee

The *Consultant* provides the following deliverables:

- **Delivery Strategy** – including Project Procurement Strategy, Project Spend Profile, Design Strategy and identifying the selected option to establish the cost, programme, rental levels, key risks/mitigations and include any feedback and lessons learned from previous projects.
- **Project Brief**
- **Stage Gate 0 Approval Pack** – as identified in section S 1020 Approvals from Others
- **Strategic Asset Assessment** – applicable only for Refurbishment Projects

- **Project Execution Plan** - Template and guidance held by PMO. Incorporating Project Communications Plan.
- **Project Plan** - End to End project plan uploaded to MS project online and following the programme requirements in this Scope. Update EPIMS lease break clauses to determine end dates (GPA programme data)
- **Project Communication Plan** – including identification of the key external and internal stakeholders and in a form agreed with the *Service Manager*
- **RIBA Stage 0 Cost Plan** including:
  - **Project Budget** - cost estimate for project budget
  - **Seed Funding Requirements**
  - **Cost Appraisal** – Site test fit and cost appraisals of preferred locations
- **MS Project Online and Project Site**
- **CDM Duties** - Confirm right people are in place to carry out PD role in RIBA 1: review and communicate Health and Safety Site Information (e.g. asbestos) and coordinate it with Feasibility Studies/Outline designs
- **Employers Requirements (ER)**
- **Options Appraisal including short list options**- evidenced based justifying a strategic Value for Money (VfM) solution which meet *Client* requirements in line with the *Client's* Capital Projects Delivery Strategy
- **Feasibility study/site appraisal** - site visit and confirmation that site is suitable for occupation

#### *S 205.2.2 – RIBA Stage 1 - Preparation and Briefing*

The RIBA Stage 1 Task requires the *Consultant* to provide *services* to develop and obtain agreement of the project brief for the Project.

The *Consultant* is responsible for completing, provides support to the party responsible for completing or is consulted on the items identified in this section.

The *Consultant* is responsible for and engages the necessary resources to:

- Update and test with the necessary stakeholders the Delivery Strategy produced in RIBA Stage 0 and align to ERs
- Lead and Maintain Project Board and Project Working Group/Delivery Team meetings
- Update RIBA 0 Project Execution Plan (PEP)
- Produce, validate and agree RIBA 1 Project Brief
- Produce, validate and agree RIBA 1 Technical Project Brief
- Compile all known site information and produce Site Information Pack

- Commission all enabling works, site surveys or site investigations. to inform Construction Contract Scope and gaps in the Site Information Pack. For a refurbishment project, due diligence will be required on the condition/compliance of existing building/building services
- Produce ECI agreement to engage Construction Contractor as required by Delivery Strategy
  - Consider appointment of early enabling works and long-lead materials to maintain Project Plan
- Produce procurement documents, evaluation strategy, evaluation input from subject matter experts to engage Construction Contractor
- Agree with *Client's* Project Director, IDT as necessary Developer whether the any additional due diligence and feasibility study are required to inform the design process and undertake or procure studies
- Lead review of client requirements with the *Client's* Stakeholder & Approvals Manager in conjunction with all site surveys and investigations revising any provisional sums prior to commencing procurement activities or agreeing heads of terms with the Developer.
- Engage Strategic Project Team and Other Government Departments to update Employer's Requirements (ERs) and confirm with D&E and Property the latest set of ERs required to be used for the market search.
- Recommend the appointment of any specialist consultant required to complete and produce or develop the existing Threat Assessment and Remedial Analysis and Bomb Blast Assessment
- Engage with Building Control to identify all regulatory approvals required from Others and develop tracker to track compliance with all approvals
- Produce early estimates of OPEX costs for the Project including rent, utilities, maintenance etc.
- Review, validate and update the RIBA Stage 0 Project Plan to reflect the updated Delivery Strategy taking into account the procurement of the Construction Contractor and production of FBC between RIBA 3 and 4.
- Produce RIBA 1 Cost Plan and consider Value Engineering areas stating
  - all assumptions that could not be validated through the appropriate party within the IDT during RIBA Stage 1
  - provisional sums and actions to quantify through detailed review in RIBA Stage 2
  - coordinated and aligned to the latest Project design
  - operational cost in staff and fees + cost management of construction fit out, forecasted to project completion in line with programme data and SR spending review.

- Cash flow
- Produce Scheme Cost Appraisal based on the latest B2IM model
- To enforce all Project related information Is delivered in to GPA Common Data Environment
- Complete Design & Engineering assurance for RIBA 1 and Obtain RIBA 1 Gateway Approval

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's*

**Stakeholder & Approvals Manager to:**

- Develop a design and key stakeholder interface plan to be maintained aligned to:
  - the information requirements
  - client design guidance,
  - smarter working requirements,
  - shared facilities and adjacencies.
  - Other Government Departments internal approval processes and Project Plan allows for them
- Validate Commitment in Principle to Lease from Strategic Project Team or Other Government Department
- Capture scoping requirements for Project from Strategic Project Team or Other Government Departments
- Liaise with *Clients/Customers* to obtain written commitments including specialist spaces
- Agree Spatial requirements, adjacencies with Other Government Departments providing initial strategy for combined shared accommodation and sectioning floor plates to accommodate the number of clients

**Property Team to:**

- To develop heads of terms and commence of Agreement for Lease negotiations
- Development of Lease Agreement Document (LAD)
- Develop ERs

**Design and Engineering to:**

- Adhere to all Responsible and Accountable roles for PM and EIM in the B2IM high level responsibility matrix
- Complete the B2IM Information Delivery Plan (IDP)'

- to work with GPA Design & Engineering Compliance BIM team and Asset Information Manager to establish Project Asset Information Requirements
- confirm GPA B2IM Requirements
- Confirm need for B2IM focused coordination as outcome of lessons learnt and complex CAT A & CAT B interfacing
- Support in the application of Security Minded Approach in Built Asset Information Management (ISO19605:5)

**Design Partner to:**

- Agreement of quality requirements in line with the *Client's* design guidance and quality plan
- Review workplace design standards, preoccupation survey and benefits realisation strategy.
- Agree Design Guide Annex, standards and arrangements applicable to the Project
- Promote and support project wide attendance to GPA specific training (e.g. B2IM and GPA CDE training)

The *Consultant* provides the following deliverables:

- **Delivery Strategy** – including
  - Project Procurement Strategy identifying all procurement strands, intended procurement strategies, timing, use of Early Contractor Involvement (S 205.10 - Early Contractor Involvement), and procurement leads.
  - Estimated Project Spend Profile
  - Design Strategy and
  - Selected option to establish the construction cost & programme, expected rental levels, key risks/mitigations and include any feedback and lessons learned from previous projects.
- **Project Execution Plan (PEP)** - this includes Project Plan, Procurement Strategy, Finalised scope of services, RACI to include any detailed requirement e.g. schedule of services delivered by strategic partners or Other Government Departments
- **Risk, Issues, Assumptions and Decisions Log (RAID)**
- **Stage Gate 1 Approval Pack** – as identified in section S 1020 Approvals from Others
- **Project Brief** - incorporating Feedback from lessons learned on previous projects and includes
  - scope of work,

- *Client, Strategic* Project Team and Other Government Department requirements,
  - adjacencies,
  - shared accommodation principles,
  - key security arrangements
- **Technical Project Brief** - Including Project Outcomes and Sustainability Outcomes, Quality Requirements and Spatial/Accommodation Requirements. Define project specific brief requirements for the following:
  - Interior Design / MEP / Any specialist design services needed / CDM / Security / Fire / IT / FM / Catering / AV / Net Zero/Sustainability/BREEAM / FF&E (D&E) / Inclusive Design / B2IM – exchange and asset information requirements"
- **Outline B2IM Information Delivery Plan (IDP) updated to end of gateway**
- **Site Information Pack** – Including
  - desktop surveys,
  - planning information,
  - intrusive and non-intrusive survey results
  - TARA security assessment
  - IT infrastructure assessment
  - Site electrical load capacity
  - Health and Safety site information, and
  - all information received from enabling works.
- **Feasibility studies** (if required) – Including Technical due diligence
- **Threat Assessment and Remedial Analysis**
- **Bomb Blast Assessment**
- **CDM Duties** - Confirm right people are in place to carry out PD role in RIBA 2: review and communicate Health and Safety Site Information (e.g. asbestos) and coordinate it with Feasibility Studies/Outline designs
- **Updated Employer's Requirements**
- **Scheme Cost Appraisal** – including
  - revised provisional sums based on information received from additional surveys conducted
  - OPEX costs to be communicated with OGDs
  - procedures identifying assumptions, including void risks and mitigations



- **ECI Agreement** – (if required by Delivery Strategy) including:
  - agree fees for service provided
  - early enabling works and long-lead materials to maintain Project Plan
  - develop instruction to proceed
  - Agree any lease variations required
  - Verify that scope of work is clear and agreed with the Project Director and the stakeholder & engagement Manager.

### *S 205.2.3 – RIBA Stage 2 – Concept Design*

The RIBA Stage 2 Task requires the *Consultant* to provide *services* to develop and obtain agreement of the concept design and align to the project brief developed in RIBA Stage 1 for the Project.

The *Consultant* is responsible for completing, provides support to the party responsible for completing or is consulted on the items identified in this section.

The *Consultant* is responsible for and engages the necessary resources to:

- Validate project information including PEP schedule and Budget is up to date
- Produce a Procurement Strategy to define procurement strands, intended procurement strategies and timings.
- Update RIBA 1 Project Execution Plan (PEP)
- Produce procurement documents, evaluation strategy, evaluation input from subject matter experts to engage Construction Contractor
- Develop ECI Scope for the ECI Contract in line with the Procurement Strategy
- Lead project review meeting with the IDT to coordinate the preparation of any alternative feasibility studies, sensitivity analysis (BBA/TARA/any other security requirements) and investment appraisals.
- Establish and maintain information exchange and communication protocol between Base Build Designer and the *Client's* Design Partner such that design development between Cat A and Cat B is fully coordinated
- Engage Strategic Project Team and Other Government Departments to finalise Employer's Requirements (ERs) and confirm with D&E and Property final ERs
- Establish Soft Landings approach in line with E2E process in Appendix 3
- Engage the *Client's* Workplace Service to discuss FM providers involvement in design process and implement the Government Soft Landing Requirements in section S 205.4. – Government Soft Landings (GSL) Requirements
- Review and validate RIBA 1 cost plan design and lead Value Engineering exercises
- Produce RIBA Stage 2 Cost Plan coordinated and aligned to the latest Project design
  - all assumptions that could not be validated through the appropriate party within the IDT during RIBA Stage 2

- provisional sums and actions to quantify through detailed review in RIBA Stage 3
- coordinated and aligned to the latest Project design
- operational cost in staff and fees + cost management of construction fit out, forecasted to project completion in line with programme data and SR spending review.
- Deliver Agreement for Lease Scope in section S 205.5 - Agreement *for Lease*
- Coordinate approval of ERs from Strategic Project Team and Other Government Departments
- Participate in Design Team meetings as defined in Section XXX
- To enforce all project related information at RIBA gateway is delivered into GPA Common Data Environment
- Review and validate Project Plan including:
  - Timing of FBC between RIBA 3-4
  - Review all programme assumptions and
  - Revisit any assumptions with the responsible owner within the IDT.
- Complete Design & Engineering assurance for RIBA 2 and obtain RIBA 2 Gateway Approval

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client*.

**Programme Director to:**

- To seek approval of the appointment of a Construction Contractor on ECI contract for Early Construction Contractor Led Design in RIBA 3 at Investment Committee

**Project Director to:**

- Stage Gate 2 Approval (Programme Board, Investment Committee; HMT)

**Stakeholder & Approvals Manager to:**

- Update and maintain the design and key stakeholder interface plan to be maintained aligned to:
  - the information requirements
  - client design guidance,
  - smarter working requirements,
  - shared facilities and adjacencies.

- Other Government Departments internal approval processes and Project Plan allows for them
- Validate Commitment in Principle to Lease from Strategic Project Team or Other Government Department
- Capture scoping requirements for Project from Strategic Project Team or Other Government Departments
- Decant Strategy
- Update Strategic Project Team requirements ensuring that client understands that design freeze will lock the requirements.
- Update *Client* Requirement ensuring the RfP and AfL stages are reflected in the RIBA 2 Design Proposal and design annex tracker.

**Design Partner to:**

- Design coordination with the Base Build designer/Developer/As Built Drawings
- Concept design and *Client* interface plan and guide detailing the information requirements the GPA design guidance, smarter working, shared facilities and adjacencies.
- leverage GPA Information Delivery Plan (IDP) to manage design progress across Designers in respective Master Information Delivery Plans (MIDP).
- Frequency of updates to be agreed in project governance. Reference to be made to GPA design guidance.
- record any Strategic Team and Other Government Department led changes in derogation log
- Review design requirement and validate that the *Client's* standards for designing and operating the building identified in S 400 Specification and standards are included
- Review ways of working to confirm that all parties are working with BIM level 2 as outlined in S 1900 Information modelling (Option X10) and the tracker can be maintained as part of the BIM iterative process.
- BIM, Viewpoint, data security - Confirm project information exchange requirements understood and adhered to
- Review BIM Execution Plan, also defining MIDP and PIM data exchanges and validation
- Support dissemination of GPA B2IM approach and information / approval processes as set out in GPA B2IM requirements documents, including Exchange and Asset Information Requirements.
- to confirm major project information exchange points across Developers (CAT A) and Designers (CAT B) - if required focused on detailed coordination between parties to ensure project model quality and sharing

- Promote and support project wide attendance to GPA specific training (e.g. B2IM and GPA CDE training)
- Managed and maintained the design tracker
- Obtain pre-application planning advice and building regulations advice where required

**Design and Engineering Team to:**

- Security strategy identifying Level 1 Operational Requirements and associated indicative solutions / design implications including outline spatial requirements

**Commercial/Procurement to:**

- Review property acquisition requirements including acquisition, valuation, disposal of land or assets
- Market engagement exercise with potential Construction Contractors to obtain Expressions of Interest for Early Construction Contractor Led Design in RIBA 3

The *Consultant* provides the following deliverables:

- **RIBA Stage 2 Cost Plan**
- **RIBA 2 Design Checklist/Sign Off Sheet**
- **Stage Gate 2 Approval Pack** – as identified in section S 1020 Approvals from Others
- **Final Employer Requirements**
- **ECI Contract** if required by procurement strategy
- **Updated Project Execution Plan (PEP)** - this includes Project Plan, Procurement Strategy, Finalised scope of services, RACI to include any detailed requirement e.g. schedule of services delivered by strategic partners or OGDs
- **CDM Duties** - Confirm right people are in place to carry out PD role in RIBA 3: review and communicate Health and Safety Site Information (e.g. asbestos) and coordinate it with Feasibility Studies/Outline designs

*S 205.2.4 – RIBA Stage 3 – Spatial Coordination*

The RIBA Stage 3 Task requires the *Consultant* to provide *services* to develop and test the concept design developed in RIBA Stage 2 resulting in a spatially coordinated design for the Project. RIBA Stage 3 may be developed in collaboration with the Construction Contractor engaged on ECI as identified in the Delivery Strategy. This Task can take one of two forms.

1. For Early Construction Contractor Led Design projects where the Construction Contractor is mobilised to deliver RIBA Stage 3 Design the *Consultant* provides the RIBA Stage 3a Task
2. For Design Partner Led Design projects where the Construction Contractor is not mobilised to deliver RIBA Stage 3 Design the *Consultant* provides the RIBA Stage 4a and 4b Task

#### S 205.2.4.1 – RIBA Stage 3a – Early Construction Contractor Led Design

The *Consultant* is responsible for completing, provides support to the party responsible for completing or is consulted on the items identified in this section.

The *Consultant* is responsible for and engages the necessary resources to:

- Validate Procurement Strategy including procurement strands, intended procurement strategies and timings.
- Review and validate RIBA Stage 2 Project Plan schedule identifying all Other Government Departments approval processes
- Update RIBA 2 Project Execution Plan (PEP)
- Review and validate existing cost plan and consider Value Engineering exercises
- Continue RIBA Stage 2 design checklist/sign off sheet for each client which aligns to their business requirements capturing any detail which may evolve as part of the detailed design.
- Review and conduct gap analysis of all site surveys, information provided by the Developer including:
  - site investigations (intrusive or non intrusive surveys), TARA security assessment, IT infrastructure assessments and site electrical load capacity against and outputs from RIBA 1 and 2 Enabling Works for completeness to develop RIBA 3 design.
- Maintain information exchange and communication protocol between Base Build Designer, Developer and the *Client's* Design Partner such that design validation and technical assurance of Cat A is complete by the Design Partner and transferred to the Construction Contractor
- Ensure that the Design Change Control process identified in section S 820 is adhered to and approval is obtained from the *Client's* change control board for any deviation from the *Client's* Design Guides and technical annexes
- Confirm the Construction Contract Scope with the *Client* and advise on additional works required by Others
- Commission all enabling works to inform the Construction Contract Scope and RIBA 3 Design development in line with the Delivery Strategy.

- Develop Construction Contract Scope and Site Information Pack in line with Procurement Strategy including:
  - Reflecting any data and questions asked during the RfP and AfL stages in the latest design proposals and design annex trackers
  - Capturing scoping requirements for Project from Strategic Project Team or Other Government Departments
  - Consider appointment of early enabling works and long-lead materials to maintain Project Plan
  - Close out and agree any derogations between the *Client* and Developer prior to procurement of the Construction Contractor. Include any outstanding derogations in Construction Contractors Scope
  - identifying whether detailed design will be continued through RIBA Stage 4 by the Design Partner or should be transferred to the Construction Contractor
  - Validate project information is up to date (PEP, schedule, budget etc)
  - Validate with the Client's external advisers that insurance and warranties are aligned to AfL, works required on site and the *Client's* procedure in relation to defects procedure and defects escalation.
- Produce Final Derogation Log
- Review and validate RIBA 2 cost plan lead Value Engineering exercises
- Review and validate Construction Contractor's RIBA Stage 4 Cost Plan and RIBA Stage 3 Project Plan
- Complete Design & Engineering assurance for RIBA 3 and obtain RIBA 3 Gateway Approval

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client*.

**Programme Director to:**

- To seek approval of the appointment of a Construction Contractor at Investment Committee

**Design Partner to:**

- Undertake the Technical Assurance role for Construction Contractor works and Landlord Works

**Stakeholder & Approvals Manager to:**

- Update and maintain design and key stakeholder interface plan to be maintained aligned to:
  - the information requirements
  - client design guidance,
  - smarter working requirements,
  - shared facilities and adjacencies.
  - Other Government Departments internal approval processes and Project Plan allows for them
- Review any *Client* funding or other external funding agencies/requirements which need to be met prior to entering into contract.
- Review of Decant Strategy developed in RIBA Stage 2 and confirm that all dependencies have been accommodated including: lease breaks, access/egress fire strategies, other H&S, business critical operations/timings/locations, full/sectional completion and occupancy, other completion/early access constraints)
- Prepare Full Business Case (FBC)

**Design/Engineering to:**

- Produce Security Operation Requirement Level 2 Report including the physical and technical security measures in line with the security strategy identified in S 535 - Security and concept design produced in RIBA Stage 2. Follow D&E Security E2E process for RIBA 3.

**Design Partner to:**

- Provide Technical Assurance role on Landlord Works and Construction Contractor's Design
- Review ways of working to check and confirm that all parties are working with BIM level 2 as outlined in S 1900 Information modelling (Option X10) and the tracker can be maintained as part of the BIM iterative process.
- Maintain compliant use of BIM and design tracker
- Review BIM Execution Plan, and define MIDP and PIM data exchanges and validation

**Commercial & Procurement to**

- Review of property acquisition requirements - acquisition, valuation, disposal of land or assets

The *Consultant* provides the following deliverables:

- **Construction Planning** – to inform invitation to tender for Construction Contractor including early works, scope of service, time scales and delivery strategy.
- **Updated Project Execution Plan (PEP)** - this includes Project Plan, Procurement Strategy, Finalised scope of services, RACI to include any detailed requirement e.g. schedule of services delivered by strategic partners or OGDs
- **Stage Gate 3 Approval Pack** – as identified in section S 1020 Approvals from Others
- **Final Derogation Log**
- **Construction Contract Scope** document
  - Traditional Procurement Route – Draft Version
  - Design Build Procurement Route – Final Version
- **Site Information Pack**
- **RIBA Stage 3 Project Plan**
- **CDM Duties** - Confirm right people are in place to carry out PD role in RIBA 4: review and communicate Health and Safety Site Information (e.g. asbestos) and coordinate it with Feasibility Studies/Outline designs

#### S 205.2.4.2 – RIBA Stage 3b – Design Partner Led Design

The *Consultant* is responsible for completing, provides support to the party responsible for completing or is consulted on the items identified in this section.

The *Consultant* is responsible for and engages the necessary resources to:

- Maintain information exchange and communication protocol between Base Build Designer, Developer and the *Client's* Design Partner such that design validation and technical assurance of Cat A is complete by the Design Partner
- Develop ECI Scope for ECI Contract in line with the Procurement Strategy
- Produce procurement documents, evaluation strategy, evaluation input from subject matter experts to engage Construction Contractor for ECI and the construction phase
- Develop RIBA Stage 3 Project Plan
- Provides recommendation to the *Client's* Programme Director and support the appointment of the Construction Contractor to deliver the ECI Scope
- Develop RIBA stage 3 cost plan coordinated and aligned to the latest Project design and identifying:
  - all assumptions that could not be validated through the responsible owner during RIBA Stage 3
  - provisional sums and actions to quantify through detailed review in RIBA Stage



The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client*.

**Programme Director to:**

- To seek approval of the appointment of a Construction Contractor at Investment Committee

**Design Partner to:**

- To develop stacking plans are complete, coordinated and compliant for
  - all buildings and floors,
  - adjacency zonal layouts and
  - all major design areas and elements.

**Commercial & Procurement to:**

- Review of property acquisition requirements - acquisition, valuation, disposal of land or assets
- Market engagement exercise with potential Construction Contractors to obtain Expressions of Interest

The *Consultant* provides the following deliverables:

- **ECI Contract** – if required by procurement strategy
- **RIBA Stage 3 Cost Plan**
- **RIBA Stage 3 Project Plan**
- **CDM Duties** - Confirm right people are in place to carry out PD role in RIBA 4: review and communicate Health and Safety Site Information (e.g. asbestos) and coordinate it with Feasibility Studies/Outline designs

If ECI is required during RIBA 4b by procurement strategy:

- Procurement Documentation
- ECI Scope

*S 205.2.5 – RIBA Stage 4 – Technical Design*

The RIBA Stage 4 Task requires the *Consultant* to provide *services* to develop the concept design developed in RIBA Stage 2 and 3 such that all design information required to manufacture and construct the Project is completed This Task can take one of two forms based on the procurement strategy.

3. For Design & Build projects where the Construction Contractor is mobilised to deliver RIBA Stage 4 the *Consultant* provides the RIBA Stage 4a Task

4. For Traditional Procurement projects where the Construction Contractor is not mobilised to deliver RIBA Stage 4 the *Consultant* provides the RIBA Stage 4a and 4b Task

#### S 205.2.5.1 – RIBA Stage 4a – Design & Build

The *Consultant* is responsible for completing, provides support to the party responsible for completing or is consulted on the items identified in this section.

The *Consultant* is responsible for and engages the necessary resources to:

- Maintain compliant on use of BIM and design trackers
- Produce Security Operation Requirement Level 2 Report
- Maintain information exchange and communication protocol between Base Build Designer, Developer and the *Client's* Design Partner such that design validation and technical assurance of Cat A is complete by the Design Partner and Facility is ready for transfer to the Construction Contractor
- Review BIM Execution Plan, defining MIDP and PIM data exchanges and validation
- Update RIBA 3 Project Execution Plan (PEP)
- Obtain verify and agree RIBA stage 4 cost plan from Construction Contractor and ensure this is coordinated and aligned to the latest Project design and identifying:
  - all assumptions that could not be validated through the responsible owner during RIBA Stage 4
  - provisional sums within the Construction Contract and actions to quantify through detailed review in RIBA Stage 5
- Review and validate Project Plan RIBA 3
- Review and validate Construction Contractor's RIBA Stage 4 Cost Plan and RIBA Stage 4 Project Plan
- Develop RIBA 4 Project Plan with Construction Contractor
- Closed out derogations in the Derogation Log. Coordinate any changes to the Derogation Log through the *Client's* change control process in section S 820
- Manage trackers associated with furniture strategy and workplace design
- Coordinate Information and Communication Technology (ICT) specifications with the *Client's* Team
- Confirm the Construction Contract Scope with the *Client* and advise on additional works required by Others to complete RIBA Stage 4.
- Administer the ECI Contract and Construction Contract in line with the requirements in section S 205.2 Task Order Scope of *service*
- Oversee the development of RIBA 4 design by the Construction Contractor.

- Complete Design & Engineering assurance for RIBA 4 and obtain RIBA 4 Gateway Approval

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's*

**Design Partner to:**

- To review the of design and layouts with MEP / D&E / FM / ICT / Security / Sustainability Net Zero and relevant consultants (eg Lighting, Acoustics) to ensure coordination and alignment across disciplines.
- Undertake the Technical Assurance role for Construction Contractor works and Landlord Works

**Property Team to:**

- Licence to alter and RIBA 4 design has been transferred and agreed with Landlord

**Construction Contractor to:**

- To coordinate and develop of RIBA 4 Technical Design and ensure completion of full stacking plans of all buildings and floors, adjacency zonal layouts and all major design areas and elements are complete, coordinated and compliant.
  - Finalise all major design areas and elements
  - Finalise master plan and building stacking plan
  - Developed architectural and engineering technical design.
  - Prepare and coordinate design team building systems information.
  - Prepare and integrate specialist subcontractor building systems.
  - Finalise Furniture, Fixtures & Equipment design and commence mock-up design (if required)
  - Develop physical and technical security measures in line with the security strategy and concept design
  - Fire Detailed design & finalise spatial coordination
  - Vehicle security mitigation that shows PAS68 vehicle mitigation approach
- Submit building regulations/obtain Approved Inspector approval
- Discharge pre-commencement planning conditions.
- Prepare construction phase plan.
  - Construction Contractor prepares construction phase plan required under CDM.

- Identifies all risks and hazards and ensures the construction method is carried out with a suitable plan for managing health and safety.

The *Consultant* provides the following deliverables:

- **Security Operation Requirement Level 2 Report**
- **Updated Project Execution Plan (PEP)** - this includes Project Plan, Procurement Strategy, Finalised scope of services, RACI to include any detailed requirement e.g. schedule of services delivered by strategic partners or OGDs
- **Stage Gate 4 Approval Pack** – as identified in section S 1020 Approvals from Others including
  - **Project Plan**
  - **RIBA 4 Cost Report**
  - **Technical Assurance Design Report**
  - **Construction Phase Plan**
- **Soft Landings Plan**
- **ICT Specifications**
- **Social Value statement** – to be included and support the FBC
- **Early enabling works and long-lead materials**

#### S 205.2.5.2 - RIBA Stage 4b – Traditional Procurement

The *Consultant* is responsible for and engages the necessary resources to:

- Oversee the delivery of the ECI Scope and coordinate the development of the technical design in line with the Project Plan to obtains design construction phase planning and buildability advice from the Construction Contractor;
- Review and validate existing cost plan and consider Value Engineering exercise
- Develop RIBA stage 4 cost plan coordinated and aligned to the latest Project design and identifying:
  - all assumptions that could not be validated through the responsible owner during RIBA Stage 4
  - provisional sums and actions to quantify through detailed review in RIBA Stage 4
- Update RIBA 3 Project Execution Plan (PEP)
- Develop the Construction Contract Scope in line with Procurement Strategy including:
  - Reflecting any data and questions asked during the RfP and AfL stages in the latest design proposals and design annex trackers

- Capture design development provided by the Building Contractor during ECI and Design Consultant in Construction Contract Scope
- Capturing scoping requirements for Project from Strategic Project Team or Other Government Departments
- Close out and agree any derogations between the *Client* and Developer prior to procurement of the Construction Contractor. Include any outstanding derogations in Construction Contractors Scope
- Updated Project Execution Plan (PEP) - this includes Project Plan, Procurement Strategy, Finalised scope of services, RACI to include any detailed requirement e.g. schedule of services delivered by strategic partners or OGDs
- Complete Design & Engineering assurance for RIBA 4 and obtain RIBA 4 Gateway Approval

The *Consultant* provides the following deliverables:

- **Stage Gate 4 Approval Pack** – as identified in section S 1020 Approvals from Others
- **RIBA Stage 4 Cost Plan**
- **Construction Contract Scope document**
  - Traditional Procurement Route – Final Version

#### *S 205.2.6 – RIBA Stage 5 – Manufacture and Construction*

The RIBA Stage 5 Task requires the *Consultant* to provide *services* to monitor the implementation of the technical design Construction Contractor mobilisation through to completion of the construction activities for the Project.

The *Consultant* is responsible for completing, provides support to the party responsible for completing or is consulted on the items identified in this section.

The *Consultant* is responsible for and engages the necessary resources to:

- Maintain compliant use of BIM and design trackers
- Update RIBA 4 Project Execution Plan
- Oversee adherence to the agreed RIBA 4 Technical Design and stacking plans of all buildings and floors, adjacency zonal layouts and all major design areas and elements are complete, coordinated and compliant.
  - Finalise all major design areas and elements
  - Finalise master plan and building stacking plan
  - Developed architectural and engineering technical design.
  - Prepare and coordinate design team building systems information.

- Prepare and integrate specialist subcontractor building systems.
  - Finalise Furniture, Fixtures & Equipment design and commence mock-up design (if required)
  - Develop physical and technical security measures in line with the security strategy and concept design
  - Fire Detailed design & finalise spatial coordination
  - Vehicle security mitigation including PAS68 vehicle mitigation approach
- Verify and confirm that all necessary local authority permits and approvals including planning approvals are identified, in place and assure conformance to approval to work
  - Maintain a list of derogations in design as agreed during RIBA 3 and verify these are closed out through the works stage.
  - Closed out derogations in the Derogation Log. Coordinate any changes to the Derogation Log through the *Client's* change control process in section S 820
  - Verify and confirm that on site works do not commence or proceed until all legal and regulatory requirements are met and all permits to work are in place
  - Engage with landlords and tenants to ensure the site is made available for construction works at the appropriate time.
  - Verify and confirm that any landlord building management office approvals are identified and works not to proceed until all requirements are met.
  - Advise on the appropriate measures to resolve any defects and deficiencies in the Landlords Work in conjunction with the Construction Contractor
  - Recommend appointment of any resources necessary to resolve any defects and deficiencies in the Landlords Work where these are not corrected by the Developer under the AfL
  - Administer the Construction Contract in line with the requirements in section S 205.2 Task Order Scope of *service*
  - Complete Design & Engineering assurance for RIBA 5 and obtain RIBA 5 Stage Gate Approval
  - The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's*

**Stakeholder and Approvals Manager to:**

- Coordinate regularly with GPA *Client* Solutions and Client End Users on determining and developing the appropriate content and methods of internal communications with OGD colleagues

**Design Partner to:**

- Undertake the Technical Assurance role for Construction Contractor works and Landlord Works

**Design & Engineering to:**

- Technical assurance for security assets procured and installed. Follow D&E Security E2E process for RIBA 5.

The *Consultant* provides the following deliverables:

- **Updated Project Execution Plan (PEP)** - this includes Project Plan, Procurement Strategy, Finalised scope of services, RACI to include any detailed requirement e.g. schedule of services delivered by strategic partners or OGDs
- **Stage Gate 5 Approval Pack** – as identified in section S 1020 Approvals from Others

*S 205.2.7 – RIBA Stage 6 – Handover*

The RIBA Stage 6 Task requires the *Consultant* to provide *services* to finalise construction activities, rectify defects commission and complete post occupancy evaluations for the Project.

The *Consultant* is responsible for completing, provides support to the party responsible for completing or is consulted on the items identified in this section.

The *Consultant* is responsible for and engages the necessary resources to:

- Monitor and administer Cat C fit out contracts in line with the requirements in section S 205.2 Task Order Scope of *service*
- Defect rectification – monitor progress, report on and ensure Construction Contractor closes out notified Defects under the Construction Contract
- Closed out derogations in the Derogation Log. Coordinate any changes to the Derogation Log through the *Client's* change control process in section S 820 - Management procedures
- Accept Construction Contract Completion and issue completion certification under the Construction Contract
- Update RIBA 5 PEP
- Manage project close out process including final accounts and issuance of final certifications. Make sure all Change Requests, Variation Orders, Quotations, Purchase Orders and Invoices are fully documented and stored in CDE for ease of audit.
- Coordinates with and manages the compliance checks, certification, O&M Manuals and handover process with GPA Workplace Services and their Facilities Management contractor following the Government Soft Landings (S 205.4. – Government Soft Landings (GSL) Requirements) process

- Manages the migration planning and execution of the introduction of customers to the new building
- Coordinate with the *Client's* Workplace Design Services team to obtain pre and post occupation survey results and include findings in lesson learned log
- Obtain all As Built information from Construction Contractor including BIM model and verify with Design Partner that all as built information provides an accurate representation of the facility
- Review lesson learnt from design and construction and support implementation of lessons learned through the programmatic requirements on continual improvement in section S 205.1.6 & S 205.1.7.
- Undertake review of project performance
- Complete Design & Engineering assurance for RIBA 6 and obtain RIBA 6 Stage Gate Approval
- Works with the Construction Contractors Cost management team to finalise costs against the contract sum, resolving Early Warning Notices.
- Prepares a Final Account.

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's*

**Project Director to:**

- to complete checklist and obtain Stage Gate 6 Approval

**Design Partner to:**

- Undertake the Technical Assurance role for Construction Contractor works and Landlord Works

**Design & Engineering to:**

- By facilitating a structured handover of security assets to GPA Workplace Services. Follow D&E Security E2E process for RIBA 6. Ensure handover of test cert and security system
- Deliver FF&E contracts including completion of Cat C Fit Out and assurance including Ready for Service templates including:
  - All ICT in place
  - Soft landing complete
  - People migration complete
  - building handed over and
  - Property disposals commence.



The *Consultant* provides the following deliverables:

- **Updated Project Execution Plan (PEP)** - this includes Project Plan, Procurement Strategy, Finalised scope of services, RACI to include any detailed requirement e.g. schedule of services delivered by strategic partners or OGDs
- **Stage Gate 6 Approval Pack** – as identified in section S 1020 Approvals from Others

### *S 205.2.8 – RIBA Stage 7 – Use*

The RIBA Stage 7 Task requires the *Consultant* to provide *services* that ensure the *Client* can use, operate and maintain for the Project.

The *Consultant* is responsible for completing, provides support to the party responsible for completing or is consulted on the items identified in this section.

The *Consultant* is responsible for and engages the necessary resources to:

- Agree and allocate time to spend with new occupiers and Workplace Experience (FM) during the first 2 weeks of occupation to ensure that any project enquiries are resolved.
- Update RIBA 6 PEP
- Arrange for release of retention monies following completion and rectification of defective works in accordance with Construction Contract
- Undertake review of project performance
- Liaise with *Client* / Commercial and finance to close down and complete project and professional fees accounts enquiries, final charges, etc
- Complete Design & Engineering assurance for RIBA 7 and obtain Project Signoff / Ready to close

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's*

#### **Project Director to:**

- to complete checklist and obtain Stage Gate 7 Approval

#### **Design Partner to:**

- Undertake the Technical Assurance role for Construction Contractor works and Landlord Works

#### **Construction Contractor to:**

- Arranging for defects inspection and rectification of defects in accordance with the building contract

The *Consultant* provides the following deliverables:

- **Updated Project Execution Plan (PEP)** - this includes Project Plan, Procurement Strategy, Finalised scope of services, RACI to include any detailed requirement e.g. schedule of services delivered by strategic partners or OGDs
- **Stage Gate 7 Approval Pack** – as identified in section S 1020 Approvals from Others



### S 205.3 Sustainability Requirements

The following RIBA stages require security input from the *Consultant's* sustainability lead.

RIBA STAGE	DESCRIPTION
0	Strategic Definition
1	Preparation & Brief
2	Concept Design
3	Spatial Coordination
4a	Technical Design – Design & Build
4b	Technical Design – Traditional Procurement
5-7	Manufacturing & Construction, Handover & Use

The *Consultant* adheres to the sustainability standards listed in S 400 Specification and standards when Providing the Service and supplements the delivery of each Task with the following requirements. These requirements are mandatory for every Task provided by the *Consultant*.

#### *S 205.3.1 – RIBA Stage 0 – Strategic Definition*

The *Consultant* provides support to the *Client's* Design & Engineering Team to complete:

- Define Sustainable Outcomes to meet the *Client's* requirements
- Undertake Site Appraisal of sustainability opportunities and constraints of potential sites and building assets
- Identify relevant current and emerging global, European, national and local sustainability-related policy and legislation.
- Review and incorporate relevant Post Occupancy Evaluation Feedback from previous projects
- Review whether development is an option in the Business Case to deliver the *Client's* Requirements
- Prepare and coordinate Sustainability Design workshops for new Integrate Project Teams to introduce sustainability elements and relevant staff

The *Consultant* provides the following deliverables:

- Policy review and updates to Project Brief to include
  - List of *Client* Sustainability Requirements beyond the Design Guide and Net Zero Annex

- Site specific register of sustainability opportunities and constraints, to include "exceeding" and "derogations" from the Design Guide
- Proposed high level plan of *Client* Requirement delivery through the Project and/or WLAM stages

### *S 205.3.2 – RIBA Stage 1 – Preparation and Briefing*

The *Consultant* is responsible for and engages the necessary resources to:

- Update the Project Brief to state clear, deliverable and ambitious Sustainability Outcomes based on use Feedback from Post Occupancy Evaluation, precedent review data, Site Surveys, and past experience of the *Client's* Facilities Management team (if applicable)
- Determine is the Sustainability Outcomes can be achieved on the site within the Project Budget through the use of Feasibility Studies
- Verify local authority sustainability requirements (e.g. enhanced regulatory requirements or assessment methods to be used).
- Define certification requirements, including timetable for assessor appointments and early-stage client actions.
- Identify sustainability expertise required, include it within the Responsibility Matrix and appoint "Out of Scope" consultants.
- Work with the design team to develop sustainability brief, identify and set Net Zero and sustainability targets in accordance with the GPA Design Guide and NZ Annex
- For Refurbishment Projects only engage the necessary resources
  - to conduct an energy audit of existing building (might include HVAC inspection, air tightness testing, thermographic inspection, insulation inspection)
  - Model operational energy use of current building
  - Conduct a Gap analysis of current building against net zero targets.
- Coordinate and conduct Site visit to understand local environment, constraints and opportunities
- Develop Scope of service for BREEAM assessor together with the Design Partner

The *Consultant* provides the following deliverables:

- Updated Project Brief to include clear, deliverable and ambitious Sustainability Outcomes
- Pre-BREEAM assessment of project plans to forecast expected embodied carbon, EUI, BREEAM outcome and EPC rating. Certification requirements scope (based on Net Zero annex) and BREEAM pre assessment detailing timetable
- Protocol for Accreditation and Assessors appointment

- Sustainability responsibility matrix (inc RIBA stages) for Design Partner, *Client's* Design & Engineering, and Others across all sustainability disciplines
- Net Zero and sustainability feasibility report
- BREEAM assessor appointment and introduction to team

#### *S 205.3.3 – RIBA Stage 2 – Concept Design*

The *Consultant* is responsible for and engages the necessary resources to:

- Include a record of key design decisions to deliver the Sustainable Outcomes in the Stage Report.
- Work with Design Partner and *Client* to analyse Net Zero and sustainability options and to review the Architectural Concept against the intended Sustainability Outcomes and report and mitigate any deviations

The *Consultant* provides the following deliverables:

- Benchmarking and Quality Assurance requirements via review of major documents released
- Lessons learned workshop and write up suitable for use in developing architectural concept
- RIBA2 Report including key decisions and their impacts

#### *S 205.3.4 – RIBA Stage 3 – Spatial Coordination*

The *Consultant* is responsible for and engages the necessary resources to:

- Produce Building Regulations Application and any interim certification applications (e.g. BREEAM).
- Identify and update record of performance risks to inform Stage 4 tasks and deliverables, and mitigate any deviation from the Sustainability Outcomes.
- Embed the requirements for Post Occupancy Evaluation in the Procurement Strategy.
- Include a record of key design decisions to deliver the Sustainable Outcomes in the Stage Report.

The *Consultant* provides the following deliverables:

- Building Regulations Application and any interim certification applications submitted to the relevant Authority (e.g. BREEAM).
- Risk register reviewed to mitigate any potential issues in project
- Updated Procurement Strategy to include Post Occupancy assessment

- Register of key decisions impacting on Sustainability are captured in the Stage 3 Report

#### *S 205.3.5 – RIBA Stage 4 – Technical Design*

The *Consultant* is responsible for and engages the necessary resources to:

- Develop whole life carbon and life cycle costing analysis
- Update any sustainability target commitments (e.g. to reduce carbon, energy or water use, and improve health and wellbeing).
- Include the Sustainability Strategy in tender information or Construction Contract Scope and review tender returns or Contractors Proposals – including any alternatives – against Sustainability Outcomes.
- Mitigate or control as many building performance and climate change impact Project Risks as possible and identify strategies for managing those that remain.
- Address the Sustainable Outcomes targets – and Part F, G and L Building Regulations requirements – and submit a Building Regulations Application/discharge of planning conditions
- Further development of metering and in-use strategy
- Risk management model for management during construction and commission

The Consultant provides the following deliverables:

- Forecast of the gap between predicted project outcome and Net Zero
- Revise analysis of the Forecast Sustainability Outcomes as informed by the Stage 4 Design and Plan for Use Strategy
- EN 15978 WLAM Carbon and Life Cycle cost analysis
- Embed any amendments to the Sustainability target commitments into the Project success criteria.
- Confirm tender return and/or Contractor Proposal alignment with the desired Sustainability Outcomes
- Confirm Sustainability Risks and Progress are monitored and managed at Project at level with Programme oversight using risk register
- Confirm of F, G and L Building Regulations compliance – and Building Regulations Application/discharge of planning conditions submitted
- Revise Sustainability Outcomes forecast for the Stage 4 Design and Plan for Use Strategy
- Confirm relevant Sustainability construction Risks are monitored and managed
- Confirm Sustainability criteria embedded in design briefs and tender packs
- Confirm Design Guide and NZP alignment

### *S 205.3.6 – RIBA Stage 5 – Manufacturing and Construction*

The *Consultant* is responsible for and engages the necessary resources to:

- Manufacture, construct and commission the building to meet the target Sustainability Outcomes (e.g. to reduce carbon, energy or water use, and improve health and wellbeing).
- Commission all the equipment required for monitoring the Sustainable Outcomes.
- Review any construction stage changes, and report and mitigate any deviation from the Sustainability Outcomes.
- Compile construction stage information required for certification and demonstrate compliance with the Sustainability Outcomes.
- Submit final information for statutory approval and certification, and performance in use verification.
- Together with the Design Partner review and update the record of performance risks on site, and use it to identify and avoid any defects.
- Implement handover and Aftercare procedures, as outlined in the Plan for Use Strategy.
- Compile the Asset Information required for the effective performance and management of the building for the Building Manual.

The Consultant provides the following deliverables:

- Confirm building manufacture and construction specification align with Current Sustainability Outcomes specifications
- Confirm Sustainability Outcomes assessment protocol and monitoring process in place
- Update risk register to include any deviations the Sustainability Outcomes
- Due Diligence evidence for BREEAM Certification or equivalent, EPC & Sustainability Outcomes
- Sustainability performance risks used to identify and avoid any defects.
- Implement GSL handover and Aftercare as outlined in the Plan for Use Strategy.
- Complete due diligence evidence collection for sustainable operation for the Building Manual
- Obtain sign-off of changes to products and materials for performance compliance
- Obtain sign-off sustainable operation for the Building Manual

### *S 205.3.7 – RIBA Stage 6 – Handover*

The *Consultant* is responsible for and engages the necessary resources to:

- Support on completion and handover for sustainability performance



- Hold a Project Performance session with the Integrated Project Team to gather their views on the process of embedding the Sustainability Outcomes in briefing, design and construction and handover for the benefit of future projects.
- Provide induction and training of building users and facilities managers, with reference to the Sustainability Strategy.
- Begin gathering Feedback through light touch Post Occupancy Evaluation of the Sustainable Outcomes in use.

The Consultant provides the following deliverables:

- Confirm sustainability performance through technical note
- Compile Sustainability Lessons Learnt for all product stages and embed them into the programme lessons
- Obtain sign Off for WS Building Manual and Induction
- Compile post occupancy Sustainability performance (inc. DEC) and monitor ongoing performance

#### *S 205.3.8 – RIBA Stage 7 – Use*

The *Consultant* is responsible for and engages the necessary resources to:

- Verify compliance with in use Planning Conditions in relation to sustainability (e.g. meeting ongoing renewable energy use requirements).
- Use observations from the light touch Post Occupancy Evaluation to fine tune and improve and Sustainable Outcomes performance against the Sustainability Outcomes targets, and keep the Building Manual up to date.
- Undertake more detailed Post Occupancy Evaluation as required, after putting in place separate professional services contracts, to test delivery of the in use Sustainability Outcomes.
- Report and mitigate any deviation from the Sustainability Outcomes.
- Share Feedback from lessons learned with the *Client*, users, design and construction team members and with Project Stakeholders.
- Support with PoE and energy monitoring

The Consultant provides the following deliverables:

- Confirm compliance with the Sustainability Plan, *Client* and Local Sustainability requirements
- Agree post occupancy performance parameters and trigger points for intervention
- Agree and monitor Service delivery KPIs and trigger points for intervention
- Report deviations from target Sustainable Outcomes to SusCo for guidance and advice

- Compile post occupancy Lessons Learnt for all product stages and embed them into the programme lessons
- Compile PoE and metering data for performance monitoring and condition-based energy efficient servicing and/or replacement

## S 205.4 Government Soft Landings (GSL) Requirements

The following RIBA stages require the Government Soft Landing input from the *Consultant's* Soft Landing Champion:

RIBA STAGE	DESCRIPTION
0	Strategic Definition
1	Preparation & Brief
2	Concept Design
3	Spatial Coordination
4a	Technical Design – Design & Build
4b	Technical Design – Traditional Procurement
5-7	Manufacturing & Construction, Handover & Use

The *Consultant* adheres to the Government Soft Landings standards listed in S 400 Specification and standards when Providing the Service and supplements the delivery of each Task with the following requirements. These requirements are mandatory for every Task provided by the *Consultant*.

### S 205.4.1 – RIBA Stage 0 – Strategic Definition

The *Consultant* is responsible for and engages the necessary resources to:

- Clearly define the Government Soft Landings roles and responsibilities and appoint a GSL Champion for the Task
- Drive clarity about operational objectives and outcomes
- Embed lessons learned reviewed from previous projects
- Enable end user involvement at an early stage and throughout the Project.
- Update the Project Brief taking into account Government Soft Landings requirements

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's*

#### **Design & Engineering Team to:**

- develop the Project's operational vision and strategy and align these to the approved business case
- establish GSL roles and responsibilities for the Project, for both the *Client* and the Integrated Project Team

- review and implement into the Project strategy lessons learnt and feedback from previous projects similar projects, legislative or departmental guidance and design/financial constraints
- appoint a suitably skilled and experienced GSL Champion
- identify internal and external stakeholder groups
- create a GSL project strategy and implementation plan
- define the Project's "Information Management using BIM" strategy
- define the Project aftercare, FM strategy and outline plans
- develop the Project Business case
- consider and record the project value drivers

#### *S 205.4.2 – RIBA Stage 1 – Preparation and Briefing*

The *Consultant* is responsible for and engages the necessary resources to:

- Develop operational objectives and outcomes
- Develop lessons learned reviewed from previous projects
- Enable end user involvement and obtain feedback at an early stage and throughout the Project.

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's* **Design & Engineering Team** to:

- Develop the lessons learnt tracker implementing lessons learnt from previous projects
- Develop the facilities management strategy
- Establish stakeholder/end user needs and ensure that these are embedded in the Project Brief
- Generate soft landing opportunities and risks schedule in conjunction with the project team using lessons learnt from previous projects
- Establish environmental targets which are aligned to departmental targets, policy and objectives, operating targets and critical Project targets. Establish environmental targets which are aligned to the *Client's* departmental targets, policy and objectives, operating targets and critical Project targets.
- Establish functional and effectiveness targets to ensure that the facility has comfortable, manageable and maintainable environments that are conducive to occupant productivity.
- Establish the security related targets. These should be linked to the built facility security strategy (refer to BS ENISO 19650-5:2020).
- Establish economic targets. Both capital and operational cost targets should be calculated at this stage to support ongoing stage review, benchmarking then measurement.
- Create an environmental management plan highlighting the performance objectives, which will be informed by various information sources such as the environmental impact analysis.

- Determine the POE strategy for the project to confirm what should be measured, when and in what format including who will carry out the 'in use' BREEAM Assessment
- Embed SL requirements and assessment criteria into tender information
- Clearly define and agree Project Information Requirements.
- Establish Key Approval Gateways within the Project Brief aligned to the Design Programme
- Agree project derogations
- BREEAM Assessor appointed
- Expected project benefits agreed

The *Consultant* provides the following deliverables:

- Government Soft Landings Brief
- Produce List of roles and responsibilities including a GSL Champion
- Produce a list of end user key contacts and their redline requirements
- Produce GSL opportunities and risks schedule evidenced by lessons learnt from previous projects

#### *S 205.4.3 – RIBA Stage 2 – Concept Design*

The *Consultant* is responsible for and engages the necessary resources to:

- Define the project brief, considering end-user and facility management requirements, aligned with measurable performance targets.

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's*

#### **Design & Engineering Team to:**

- Evidence that operational targets, regulations and user needs can be delivered
- Review of concept design(s) by Technical Standards and Sustainable Development Teams
- Update the Risk & Opportunities Register
- Prepare forecast of construction and operational costs for all solutions
- GSL Champion confirms concurrence with preferred option in Outline Business Case (OBC)
- Prepare initial information model of preferred option
- Carry out stakeholder engagement
- Implement information exchanges at key project gateways
- Create initial pre-contract BIM Execution Plan (BEP)
- GSL Champion takes part in evaluating tenders and comments on suitability of proposed schemes
- Prepare early Architectural Concept and Strategic Engineering Requirements to assist with BIM Optioneering testing
- Ensure alignment with Cost Plan, Project Strategies and Outline Specification

- Utilise BIM to assist the Project Team and all Stakeholders conceptualise the concept design right from the start

**Design Partner to:**

- Establish SMART success and performance targets which can be tested during design and construction stages.
- Establish the aftercare, FM strategy and benefits monitoring plan.

*S 205.4.4 – RIBA Stage 3 – Spatial Coordination*

The *Consultant* is responsible for and engages the necessary resources to:

- Evidence that operational targets, regulations and user needs can be delivered
- Review of developed design and construction specifications
- Confirmation of any unavoidable changes in design
- Update the commissioning section (if appropriate)
- Update the Risks and Opportunities Register
- Prepare forecast of final capital and operational costs
- Update information models
- Create early building readiness and commissioning plans
- Prepare handover plan
- Prepare detailed move in plan of people and equipment
- Continue stakeholder engagement and confirm acceptance of design
- Identify any end user/stakeholder skills required and prepare a training plan for these.
- Implement information exchanges at project gateways
- Test transfer of information containers
- Confirm operational costs with FM provider
- GSL Champion confirms acceptance of design in Full Business Case (FBC) if required

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's* **Design Partner** to:

- Integrate BIM Optioneering into the Design
- Undertake Design Studies and Engineering Analysis to test the Engineering Analysis and Cost
- Conduct Analysis, to test Architectural Concept and Strategies to ensure spatial coordination

*S 205.4.5 – RIBA Stage 4 – Technical Design*

The *Consultant* is responsible for and engages the necessary resources to:

- Evidence that operational targets, regulations and user needs can be delivered
- Review of developed design and construction specifications

- Confirmation of any unavoidable changes in design
- Update the commissioning section (if appropriate)
- Update the Risks and Opportunities Register
- Confirm forecast of final capital and operational costs
- Update information models
- Update early building readiness and commissioning plans
- Update handover plan
- Update detailed move in plan of people and equipment
- Continue stakeholder engagement and confirm acceptance of design
- Identify any end user/stakeholder skills required and prepare training plan for these
- Implement information exchanges at project gateways
- Prepare and coordinate design team Building Systems information
- Prepare, review and integrate specialist subcontractor Building Systems information space.

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's* **Design Partner** to:

- Test the design and a constructed capital works to ensure that it will meet performance targets, requirements and will meet the end-users needs.
- Plan effective commission and pre-handover activities.

#### *S 205.4.6 – RIBA Stage 5-7 – Manufacturing and Construction*

The Consultant is responsible for and engages the necessary resources to:

- Finalise Site Logistics. Ensure full use of BIM to assist Logistics Planning and Health and Safety in line with HSE.
- Manufacture Building Systems and construct building
- Monitor progress against Construction Programme
- Inspect Construction Quality
- Resolve Site Queries as required
- Undertake Commissioning of building
- Prepare Building Manual
- Produce plan and conduct, project Site tours during construction
- Organise supply chain operational equipment demonstration events.
- Full accessibility review by project Team
- Update risk register
- As-built project information model (PIM) delivered to GPA and facility management systems
- Information transferred from PIM to facility management systems
- End user orientation and training undertaken
- All commissioning logged and reviews against targets
- Initial and extended aftercare plans in place and team mobilised

- Take receipt of digitised operation and maintenance manual
- Undertake Initial Reactions review
- Finalise Site Logistics
- Hand over building in line with requirements listed in Navigator and tracker tools
- Undertake review of Project Performance
- Undertake seasonal Commissioning
- Rectify defects
- Complete initial Aftercare tasks
- Initiate Post Occupancy Evaluation
- Contractors and project aftercare teams, based weekly on site
- Direct support provided
- Weekly walkabout in new buildings undertaken
- Asset information model updated
- Regular informal communication meetings taken place
- Formal project review meeting and signed off
- Seasonal commissioning undertaken
- New building occupation reviewed and lessons learnt compiled.
- POE surveys undertaken and reported on including 'in use' BREEAM Assessment. Reports to be logged on Viewpoint and GPA Technical Standards Team to be informed.
- NABERS review to be carried out and reported on. Reports to be logged on Viewpoint and GPA Technical Standards Team to be informed.
- Building readiness programme and snagging process complete.
- Aftercare review meeting / workshops and walkabouts organised. Records maintained
- Technical and utility performance data logged and reviewed
- Building technical and equipment systems assessed and fine-tuned
- Fine-tuning and usage changes in draft Operations & Maintenance Manual recorded and updated
- Fine-tuning and usage changes communicated
- Changes and updates to Technical system & utility performance measured and evaluated
- Corporate strategy for Post Occupancy Evaluation and Building Performance Evaluation set up and coordinated
- Lessons learnt compiled and reviewed
- Building and logbook in place
- Scheme benefits review completed

The *Consultant* provides any necessary support to the *Client's* Team to complete the items identified in this section. The *Consultant* directly interacts with and supports the *Client's* **Design Partner** to:

- Review alternative products and materials proposed by the Construction Contractor
- On site guidance for sustainability including commissioning plan reviews





## S 205.5 Agreement *for Lease*

The *Consultant* is responsible for completing, provides support to the *Client's* Property team for completing the items identified in this section.

The *Consultant* is responsible for and engages the necessary resources to:

- Supports the review of the Request for Information (RFI) and Request for Proposal (RFP) and coordinates the evaluation panel to independently reviews each proposal.
- Lead Review of Agreement for Lease by D&E team against requirements/standards and Strategic Project Team requirements and RfP findings and the ERs are reflected in the AfL
- Ensure that the AfL contains:
  - schedule of deliverables to be provided by Developer
  - design development schedule and deadlines for design deliverables
  - interface provisions between the IDT and Developer to allow for coordination of design
  - the ability for the *Client* or their elected representative to visit site on a regular basis
  - the ability for the *Client* and the Design Partner to undertake technical assurance of the Landlord Works
- Review Building Occupation / Handover requirements including:
  - Strategic approach to Handover
  - Data contained in the AfL and make sure: O&M manuals are highlighted as a GPA essential prior to accepting PC;
  - Snagging/defects and latent defects processes are agreed with the developer
- Compile Stage 2 Approval Pack

The *Consultant* provides support to the *Client* Property Team to complete:

- Agreement for Lease negotiations including identifying:
  - Key target milestone dates
  - Resource commitment
  - Lease Agreement Document submission target date
  - Procurement route
  - RIBA stage to be achieved prior to 'AfL' signature
  - OGD approval procedures
- Development of Lease Agreement document covering:
  - LAD communicated to all OGD's to include OPEX costs and schedule of services.

- LAD is a prerequisite gateway prior to obtaining AfL signature.
- The Lease Approval Document (LAD) requires a number of approvals bodies sign off before the Agreement for Lease (AfL):

The *Consultant* provides the following deliverables:

- **Draft AfL** – draft AfL reviewed by D&E team and the Design Partner

### S 205.6 Additional Scope – Specialist Buildings

The *Client's* portfolio consists of special purpose facilities which require the Consultant to Provide the Service taking into account additional requirements. These include High Security and Heritage buildings. The additional requirements for specialist building are outlined in this section.

The following section identifies the additional *service* which the *Service Manager* may instruct the *Consultant* to provide as part of a Task. These services are aligned to the RIBA Plan of Work 2020 Stages.

The *Service Manager* identifies the type of facility in each Task Order and the following requirements will form part of the *service*.

#### S 205.6.1 - High Security Facilities

The following 6 RIBA stages require security input from RSES registered security consultants:

RIBA STAGE	DESCRIPTION	SECURITY ADVICE REQUIRED
1	Preparation & Brief	Threat & Risk Assessment, Bomb Blast Assessment and HVM assessment
2	Concept Design	Security Operating Requirements 1
3	Developed Design	Security Operating Requirements 2
4	Technical Design	Security Operating Requirements 2
5	Construction	Technical oversight
6	Handover & Close	Technical oversight

The *Consultant* adheres to the high security standards listed in S 400 Specification and standards when Providing the Service for a High Security facility.

#### S 205.6.1.1 RIBA Stage 1 – Preparation & Brief

The *Consultant* is responsible for and engages the necessary resources to:

- Review project information including analysis of proposed business function and existing site information.
- Organise initial *Client* security workshop / design team meeting (establish desired outcomes and site information / context)
- Produce Context Analysis - local environment, stakeholder analysis, identification of user groups, identification of key standards and references, identification of any stakeholder constraints and desired outcomes, identification of security prerequisites, local / regulatory requirements and principles.
- Liaise with external stakeholders such as CPNI Government Sector Security Adviser, client department Security lead, relevant OGD stakeholder security.
- Site visit – Identify and categorise assets.
- Organise workshop to agree final Security Risk Assessment

The *Consultant* provides the following deliverables:

- Produce Threat & Risk Assessment Report.
- Produce Context Analysis

#### S 205.6.1.2 RIBA Stage 2 - Concept Design

The *Consultant* is responsible for and engages the necessary resources to:

- Develop security strategy - identify Level 1 Operational Requirements and associated indicative solutions / design implications including outline spatial requirements.
- Develop and issue DRAFT Security Strategy Document to identified stakeholders.
- Update security strategy following feedback.
- Complete an accessibility design workshop with the *Client's* Design Partner, Fire and WS
- Presentation of security strategy (2no workshops)
- Inclusions for separate T3 meetings with GPA and Accreditor

The Consultant Provides the following deliverables:

- Security Strategy
- Security Operating Requirements Level 1 Report.

#### S 205.6.1.3 RIBA Stage 3 and 4 - Technical and Developed Design

The *Consultant* is responsible for and engages the necessary resources to:

- Coordinate high level security requirements with relevant technical design consultants. To include physical protection, spatial arrangements, command and control requirements.
- Produce the cost plan for the identified security measures

- Implement performance-based specifications within the Construction Contract Scope
- Organise Security Workshops

The *Consultant* Provides the following deliverables:

- Security Operating Requirements Level 2 Report.

#### S 205.6.1.4 RIBA Stages 5 & 6 – Construction / Handover & Close

The *Consultant* is responsible for and engages the necessary resources to:

- Organise site meetings with Accreditor
- Handover security assets including system operating procedures to GPA Workplace Services to close out project.

#### S 205.6.2 - Heritage Facilities

The *Client's* portfolio consists of Historic Facilities and Archaeological Sites including Ancient Monuments, Historic parks and gardens / Tree preservation orders / hedgerows which require special considerations when the *Consultant* Provides the Service. Where the Task requires that the *Consultant* Provides the Service to a Historic building, the *Consultant* does so by following the requirements in the *Client's* Historic Building's Annex and complies with any statutory requirements imposed on such facilities.

The *Consultant* engages the necessary resources to meet the requirements imposed by a Historic Facility. The *Consultant* plans and sequences work with careful consideration of the listed status of the facility and engages specialist resources that may be required to deliver the service.

The following section identifies the additional requirement the *Consultant* adheres to in Providing the Service where a Task Order identified the Project as a Heritage Facility.

##### S 205.6.2.1 - RIBA 0 – Strategic Definition

The *Consultant* is responsible for and engages the necessary resources to:

- Produce the site appraisal of heritage opportunities and constraints of potential sites and building assets
- Produce the Site-specific register of heritage opportunities and constraints, with early indication of likely derogations from design guides

##### S 205.6.2.2 - RIBA 1 – Preparation and Brief

The *Consultant* is responsible for and engages the necessary resources to:

- Recommend the appointment of a heritage consultant
- Compile relevant baseline heritage documents

- Compile briefing documentation (e.g. project outcomes, client requirements) integrating all findings from baseline heritage documents
- Update PEP and other Project Management documentation, advising on Heritage and Planning strategies
- Update the Stakeholder engagement plan with the heritage requirements
- Update Project Risk Register to contain heritage risks

The *Consultant* provides the following deliverables:

- Heritage baseline and briefing documents
- Heritage Statement and Heritage Assessment
- Updated PEP, Stakeholder Register and Project Risk Register

#### S 205.6.2.3 - RIBA 2 – Concept Design

The *Consultant* is responsible for and engages the necessary resources to:

- Coordinate the early consultation with Conservation Officer (LPA) and Historic England
- Ensure that the Design Partner has contributed to planning 'pre-application advice' documentation, including early impact assessments of concept proposals
- Integrate design derogations provided by the Design Partner in the Design Derogation Log Review against any derogation on heritage grounds (i.e. derogation from building regs, design guide, employers requirements etc.)

The *Consultant* provides the following deliverables:

- Updated Derogation Log

#### S 205.6.2.4 - RIBA 3 – Spatial Coordination

The *Consultant* is responsible for and engages the necessary resources to:

- Coordinate consultations with Local Planning Authority and Historic England, in line with agreed stakeholder consultation strategy
- Coordinate consultations with any non-statutory consultees in line with LPA recommendation (i.e. English Heritage, local history groups, Victorian Society etc.)
- Identifying inherent risks within historic fabric in CDM end to end process (i.e. risks of asbestos, lead paints, historic plasters and presence of horse hair)
- Obtain Heritage Impact Assessment from Design Partner in line with planning and LBC requirements for inclusion within planning submissions and RIBA Stage 3 report
- Manage and provide responses to queries raised by the LPA during determination period

- Discharge of relevant planning conditions together with the Planning Agent and associated with Listed Building Consents

#### S 205.6.2.4 - RIBA 4 – Technical Design

The *Consultant* is responsible for and engages the necessary resources to:

- Arrange for the Design Partner to attend site and provide inspections of existing fabric where opening up/enabling works have taken place.
- Coordinate the updates to baseline heritage documents with the Design Partner where appropriate and notify Local Planning Authority of any changes to impact (due to site findings or changes in design)
- Obtain ad-hoc Heritage and Conservation advice from Design Partner on emerging technical design, in line with the principles set out within the Heritage Annex
- Update the Project Plan to include a detailed schedule of works that are subject to building listed consent and their date for discharge
- 
- Produce RIBA Stage 4 Report including heritage requirements

The *Consultant* provides the following deliverables:

- RIBA Stage 4 Report

#### S 205.6.2.5 - RIBA 5 – Manufacturing and Construction

The *Consultant* is responsible for and engages the necessary resources to:

- Arrange access for the Design Partner to supervise the work of the Construction Contractor as outlined in S 205.8 for compliance with the heritage requirements and advise on best practice
- Work with the design partner to identify and report any unauthorised works to listed buildings

#### S 205.6.2.6 - RIBA 6 – Handover

The *Consultant* is responsible for and engages the necessary resources to close out any remaining heritage planning/LBC conditions prior to occupation of buildings

#### S 205.7 Development Manager

The *Consultant* provides a Development Manager as a *key person* for each Task. The Development Manager is responsible for:

- providing leadership and direction to the Integrated Project Team

- Coordinating with key stakeholders to develop the planning strategy, and leading Projects through the planning process
- Leading feasibility studies, options analysis and due diligence exercises
- Preparing business cases, development appraisals and financial modelling to feed into the development strategy
- Leading design teams to ensure designs are efficient, deliverable, meet the *Client* brief and maximise the opportunity
- Negotiating property transactions with the Property Team, and dealing with all the neighbourly matters and issues to facilitate development
- Advising on procurement and contracting, and managing projects through the construction and delivery phases
- Managing financial budgets and monitoring progress against the agreed development strategy/business case
- Adding value by maximising the development potential, and identifying opportunities to add value and save costs
- Advising on office occupier trends, latest office designs and specifications, and best practice in the sector

## S 205.8 Contract Administration and Monitoring

The *Consultant* is the Contract Administrator for the Construction Contract, Design Contract and Specialist Service Contract and is responsible for and engages the necessary resources to:

- Oversee the administration of all Integrated Project Team's scopes of services
- Attend the Project Site on a weekly basis
- Carry out periodic site inspection during construction
- Organise and lead On Site Construction Meetings
- Maintain an up-to-date Project Resource Tracker obtaining number and utilisation of resources from all members of IDT working a Project
- Ensure each member of the IDT has the requires security clearance to work on the Project
- Administer the payment mechanisms under each contract
- Validate any application for payment by the Construction Contractor by conducting a site walk down and inspection
- Administer the risk management and mitigation mechanism under each contract
- Maintain a Project Risk Register as a central document to identify, assign to the responsible party, manage and address Project risks
- Administer the programme requirements under each contract and ensure that each individual programme provides an accurate representation of progress which is reflected on the overall Project Plan:



- Any decisions required from the *Client* or Others
  - The critical path
  - Milestones from the end to end plan
  - Identifies the relevant timescales identified in section S 520 - Submission Procedure and section S 525 – Document Submission Procedure
- Ensure the service and works provided by the IDT is in accordance with the scope requirements under their respective contract
  - Ensure that statutory approvals requirements are met within the period stated in the Construction Contract Programme
  - Monitor and report on construction progress, quality, cost, resources and conformance to design
  - Coordinate all interfaces between CAT A, B and C fit-out works
  - Agree successor relationships with key *Client* activities - furniture, IT, comms room (active kit + pen test), CCURE installation and configuration
  - Monitor health and safety on site and track injury and incident statistics
  - Manage compliance with all Site Information, AfL and planning conditions. Identify all pre-occupation planning conditions and assign responsibility and deadlines
  - Oversee the appointment and mobilisation of Hard FM provider no later than 120 day prior to Take Over
  - Works with the Construction Contractor's Cost management team to monitor spend and contingency against the contract sum, resolving provisional sums, alerting the *Client* to Early Warning Notices and updating on cash flow and Estimated Final Account.
  - Provisioning a monthly project cash flow to the *Client* covering all project income and expenditure.
  - Certify Construction Contract Completion in accordance with contract (s) and to confirm the facility is fit for purpose, safe and secure.
  - Verify and ensure any required local authority completion certificates/occupancy permits are in place in accordance with local laws and regulations.
  - coordinate the interfaces and logistics of delivery of all furniture, fire extinguishers and defibrillators, ICT and AV requirements on to Construction Contractors current floor plate.
  - Coordinate access to AV equipment installer through the *Client's* IT Programme Manager to install AV/IT systems including ethernet cabling all other connections plus a selection of furniture. Ensure the software used in GPA and other OGD is compatible with hardware configurations.
  - Coordinate with the *Client's* IT Programme Manager to ensure priority is given to the completion of completion of the main and secondary comms room, to the minimum BT specifications to allow 120 lead time to commence

- 1) Ensure CCURE cards or equivalent cards are ordered in time to be stored and configured prior to delivery
- 2) Identify security manager of the building
- 3) Capture lead time to configure / print cards
- Make sure all Change Requests, Variation Orders, Quotations, Purchase Orders and Invoices are fully managed, validated and referenced in the cost tracker and documented on Viewpoint for ease of audit.
- Identify if any warranties need to be extended for Cat A fit out works due to Cat B fitout
- Obtain all approval from the *Client* as required in section S 1110.

## S 205.9 Bomb Blast Assessment

The *Consultant* is responsible for ensuring that the Bomb Blast Assessment is completed by the Design Partner or Specialist Supplier Partner as appropriate and as identified in the Task requirements of the relevant RIBA Stage. The BBA uses the attack scenarios identified in the TARA determine the response of the structure particularly with regard to fenestration and global structural response and establish the upper-bound or worst-case response;

- Determination of the basic capacity of the structure particularly with regard to fenestration and global structural response to resist low-level blast loads to establish a lower-bound or safe response;
- Determination of the blast risk spectrum i.e. the difference between the lower and upper bound responses from which a better determination of the overall blast risk can be made.
- Identification of the likely impact (injuries and fatalities) on building occupants (both external and internal) from blast effects identified in the TARA;
- Undertake a Glazing Hazard assessment to determine the risk to occupants caused by glass fragments in the event of a blast attack on the type of glazing listed in the GPA Security Design Guide;
- Based on the TARA report and the blast impact assessments, work with the design team to recommend client appropriate mitigation measures including upgrades to fenestration and structural integrity if required;
- Prepare and deliver a project and site-specific BBA presentation and take comments and observations; and,
- **Deliver a BBA report** (approximately 12 pages including an executive summary and supporting annexes) based on the presentation and receive comments and amend the report if necessary, following a single client review.

#### S 205.10 Early Contractor Involvement

Depending on the procurement strategy for the specific Task the Construction Contractors could be appointed through a two stage process. In some cases, stage one could be an Early Contractor Involvement (ECI) stage.

The *Consultant* participates in the ECI stage and works with the Construction Contractors to develop the technical design and obtains design, construction phase planning, programming and buildability advice from the Construction Contractor and incorporates when Providing the Service.

The Construction Contractors tenders and procures design information from their supply chain for the corresponding developed design and provides the information to the Consultant.

#### S 205.11 Constructability Reviews

The *Consultant* organises the constructability reviews to be carried out using its review procedures to ensure that the design is constructible and minimise potential hazards related to the construction activities.

The constructability reviews are to be conducted typically at, 30%, 60% and 90% completion of design.

The Consultant notifies the Service Manager four weeks in advance of organising the design review meeting to allow attendance by *Client's* team, Design Partner, Construction Contractors, suppliers and Others.

#### S 205.12 Value Engineering

The *Consultant* organises Value Engineering exercises with the IDT. The focus of these sessions is to provide alignment between the time, cost, quality and design of the Project and or Capital Project specifications and standards reviewing, identifying and agreeing with the IDT areas where the Construction Contract Scope can be refined to extract value for money for the *Client* including whole life cost analysis for the Project.

The *Consultant* notifies the *Service Manager* four weeks in advance of organising the design review meeting to allow attendance by *Client's* team, Design Partner, Construction Contractors, suppliers and Others.

#### S 205.13 B2IM

The *Client* is in the process of implementing B2IM as a standard means of managing and sharing information with their organisation. The *Consultant* works with the *Client* and Others to facilitate the implementation within the *Client's* organisation. The *Consultant*

- Enforces the requirement of B2IM requirements across *Consultant's* organisation and supply chain as set out in the GPA Employers Information Requirements (EIR) and the Asset Information Requirements (AIR)
- Adopts, advises on and helps the *Client* develop and implement 5D Costing techniques and strategy
- Maintains compliant use of the *Client's* Common Data Environment and B2IM across the *Consultants* organisation and supply chain
- Manages the B2IM Master Information Delivery Plan and verifies alignment with GPA Information Delivery Plan
- Ensures all model compliance activities are complete, as set out in *Client's* Model Checklist and Asset Data Requirements.
- Ensures all project information is appropriately issued in the *Client's* Common Data Environment
- Ensures all security incidents relating to project information data are reported, closed-out and appropriately mitigated.

## **S 300 Existing information**

### **S 305 Existing Information**

The *Client* will make any existing information available to the *Consultant* on the *Client's* CDE. Such information will be shared with the *Consultant* as required for Providing the Service. The Consultant coordinates with the *Client* and the *Client's* team to obtain any information that is required for Providing the Service.

## S 400 Specification and standards

The *Consultant* becomes familiar with the *Client's* specifications, including the different elements of the Design Standards, Government Policies and overall *Client* Requirements.

The *Consultant* works with the *Client's* team to review and update these specifications and standards as stated in S 205.2 Task Order Scope of service

Where deemed necessary by the *Consultant* the *Client* may provide training to familiarise the *Consultant* and their employees on the contents and requirements of the provided standards and specifications. It is the *Consultant's* responsibility to ensure they are familiar with the contents and format of these documents and in Providing the Service they comply with their requirements.

The *Consultant* Provides the Service in accordance with:

- *Client* standards
- Local code and regulations; and
- Applicable Laws.

## S 405 *Client's* service specifications

The *Consultant* is provided the following document in electronic form at the Contract Date. The *Consultant* complies with the requirements in these documents or their updated form for the duration the *Consultant* is Providing the Service.

The *Consultant* maintains their own up-to-date Knowledge Bank of the *Client's* specifications and standards, ensures that any resource working on a *Client's* Project has access to the latest version of these documents and works with the *Client* and Others to ensure that these documents are kept up to date.

Document Name	Date	Revision Number
Capital Projects: Project Initiation Process	10/01/23	N/A
Physical Security Standards and Guidance	May 2021	v3.0
Employer Requirements Checklist	November 2021	N/A
GPA RfP	November 2021	N/A
B2IM Condition Surveying LCR - Policy Guidance	June 2021	V1.5
B2IM Policy Guidance	July 2021	V1.5

Document Name	Date	Revision Number
Condensed BIM Pack	November 2021	N/A
Gov Hubs FF&E Specification	March 2020	V1.0
Government Hubs Healthy Building Guide	N/A	October 2018
Government Workplace Design Guide	March 2022	V3.0
GPA Wayfinding & Signage Guidelines	November 2021	V1.0
GPA_Architectural Technical Annex	March 2022	V1.0
GPA_Fire Safety Technical Annex	March 2022	V2
HM Government Identity Guidelines	Released 2021	N/A
Government Workplace Inclusive Design Standards	March 2020	V1.0
MEP Technical Annex - Precis	January 2021	P1
MEP Standard Specification & Guidance - Technical Annex Parts 1 & 2	March 2022	V3.0
MEP Standard Specification & Guidance - Technical Annex Part 3	January 2021	P1
Part 1 & 2 - Mechanical Electrical and Public Health (REV P3)	N/A	REV P3
Part 3 - Workmanship _ Materials (P1)	N/A	N/A
Sustainability & Net Zero Annex	March 2022	V1.0
Historic Building- Technical Annex	March 2021	V1.0
GPA Information Communication Technology (ICT) Technical Annex	March 2022	V1.0

These documents can be accessed at: <https://download.4projects.com/?LinkID=5be9e6ed-ac88-4525-a8dc-384448825702>

For additional Information Modelling requirements please refer to S 1900 Information modelling (Option X10) of this document.

## S 410 Standards

The *Client's* design guides referenced in Table X above, identify the standards the *Consultant* is expected to follow. The below list covers other additional relevant standards the Consultant adheres to in Providing the Service:

- ISO 9001 - Quality
- ISO 27000 – Information Security Standards
- ISO 14001 – Environmental
- ISO 19650 – BIM
- ISO 31000 – Risk Management
- ISO 44001 – Collaborative Business Relationships
- ISO 45001 H&S Management
- ISO 21502 Project, Programme & Portfolio Management



## **S 500 Constraints on how Consultant is to Provide the Service**

### **S 505 General Constraints**

#### **S 505.1 Access to the *Client's* Premises**

The *Consultant* coordinates any access to *Client's* Premises for the purpose of Providing the Service with the *Service Manager*. Once such access is granted by the *Service Manager* the Consultant identifies the *access dates* on the Plan. The Service Manager notifies the Consultant if such access is revoked or suspended and states the reasons for which such access was withdrawn.

#### **S 505.2 Working Hours**

The *Client's* core working hours are between 9:00 and 17:00 GMT. Access to the client's personnel outside of the core working hours can be arranged with the *Service Manager* on a case-by-case basis.

### **S 515 Interfaces with third parties**

The *Consultant* cooperates and manages all critical interfaces required to deliver the programme of works. Key interfaces as identified in this section of the Scope and any additional interfaces which the Consultant is required to cooperate with are notified to the *Consultant* by the *Service Manager*. The *Consultant* produces and maintains an up-to-date Interface Register for each Task Order.

#### **S 515.1 Planning Authorities**

The *Consultant* has a direct interface with the planning authority including Local Authority Building Control (LABC)

#### **S 515.2 Historic England**

The *Consultant* together with the Building Control Body consults with Historic England, and liaise and cooperate with them for all requests for information and/or access.

#### **S 515.3 Historic Environment Scotland**

The *Consultant* together with the Building Control Body consults with Historic Environment Scotland, and liaise and cooperate with them for all requests for information and/or access.

#### **S 515.4 Historic Environment Division, NI**

The *Consultant* together with the Building Control Body consults with Historic Environment Division, NI, and liaise and cooperate with them for all requests for information and/or access.

#### S 515.5 BREEAM Assessors

The *Consultant* will provide "Accredited Professional" services and share sustainable design information with the BREEAM/NABERS Assessor and their specialist subcontractors and work in collaboration with D&G colleagues to ensure the scheme is Design Guide compliant and commissionable.

#### S 515.6 Crown Fire Safety Inspectors

The Building Control Body will consult in writing with Crown Premises Fire Safety Inspectorate (England & Wales) (CPFSI) Her Majesty's Fire Service Inspectorate in Scotland (HMFSI), or HSE Northern Ireland (HSENI) for all Building Regulations applications.

The *Consultant* will ensure that the Building Control Body has appropriately consulted, and liaise with Crown Inspectors in all requests for access and/or information. Pre consultation shall be considered for complex, high risk, or historically significant buildings.

#### S 515.7 CPNI & National Technical Authority

The *Consultant* in the development of design information will review and consider all guidance and information provided by the CPNI or other National Technical Authorities as deemed necessary.

#### S 515.8 Local Police Forces

The *Consultant* will liaise either directly with the local police force where the development of the site/building security risk assessments forms part a Task, and include findings in the deliverables.

#### S 515.9 Construction Contractor & Specialist Subcontractors

The *Consultant* will share design information with the Construction Contractor and their specialist subcontractors, work in collaboration to ensure the scheme is constructible and commissionable.

#### S 515.10 Surveys undertaken by *Client*

The *Consultant* will define the specifications for the execution of survey work as per Work Stage 2. The information received as a result of the survey work will be used by the Consultant's part of their design

#### S 515.11 Utility Providers

The *Consultant* coordinates with utility providers work in collaboration to ensure the scheme is constructible and commissionable.

#### S 515.12 Sports England

The *Consultant* coordinates with Sports England where a sports' ground is involved.

## S 520 Submission procedure and acceptance criteria

The Common Data Environment (CDE) ensures a controlled and standardised approach to document management on every project, ensuring that all project related data and communications are managed in an accurate, comprehensive, reliable and systematic way.

All project and programme information must be held on the CDE with appropriate access given to those involved in the programme and projects.

- The PMO information Manager/CDE Lead is responsible for system performance, training, security and compliance oversight
- Project Directors and Project Managers are responsible for making sure on their projects the CDE is consistently and correctly used and all programme data and information is securely and accurately managed
- Any documentation circulated outside the CDE shall be considered uncontrolled

All parties to a project will be given secure access to the relevant project folders within the CDE. It is the responsibility of all project team members to upload information to the CDE in line with the terms of use & security policies.

### S 520.1 Document Submission Procedure

Any submissions are made using a document transmittal and issued to the Service Manager and for inclusion into the CDE. The *Client* will provide guidance documents on the use of CDE.

The *Consultant* will review the data as stated below and provide the Service Manager with confirmation once the design data has been included into the CDE.

The *Consultant* will send a list of the initial number of users to the *Client* for access.

### S 520.2 Acceptance

The *Service Manager* accepts the documents within 2 weeks of submission. If the *Service Manager* does not accept the documents, he states the reasons for doing so.

The reasons for not accepting the documents are:

- The documents are not complete,
- The information does not meet the Information Management Requirements, in terms of CAD and BIM specifications,
- The documents are not ready for inclusion in the CDE,
- The design contained in the documents has remaining clashes with other works, or
- The design or document is missing information that is required by Others to complete their portion of design.

The *Consultant* revises the design or document taking account of the Service Manager's reasons are resubmits it for acceptance within a week or such other time as agreed with the *Service Manager*.

### S 520.3 *Client's* requirements

The information shall be issued as per the Information Management Requirements, S 1900 Information modelling, following the *Client's* naming convention and accompanied by all calculations shall be issued with the design.

All submissions are accompanied with a transmittal notice lists all items being forwarded to facilitate thorough checking and signed by the recipient to indicate acknowledgement of receipt by IDT.

Within one week of the Starting Date, a Project Directory will be sent to the *Client* Information Manager so any necessary system changes can be made.

### S 520.4 Status of Information

Information statuses are applied by the *Client* to guide information consumption. The following status are represented in the *Client* CDE and will be used by all parties in provision of information:

<b>Work in Progress</b>	
S0	Information container being developed within a task team
<b>Shared (Non-contractual)</b>	
S1	Information containers that are suitable for geometrical and/or non-geometrical coordination within a delivery team
S2	Information containers that are suitable for information/reference by other task teams within a delivery team
S3	Information containers that are suitable for review and comment within a delivery team
S4	Information containers that are suitable for review and authorization by a lead appointed party
S5	Information containers suitable for review and acceptance by an appointing party
<b>Published (Contractual)</b>	
A0	Approved and Accepted as Stage 0 (Strategic Definition) Complete
A1	Approved and Accepted as Stage 1 (Preparation and Briefing) Complete
A2	Approved and Accepted as Stage 2 (Concept Design) Complete
A3	Approved and Accepted as Stage 3 (Spatial Coordination) Complete

A4	Approved and Accepted as Stage 4 (Technical Design) Complete
A5	Approved and Accepted as Stage 5 (Manufacturing and Construction) Complete
A6	Approved and Accepted as Stage 6 (Handover) Complete
A7	Approved and Accepted as Stage 7 (Use) Complete

Within the system there are different statuses of information that can be used by the inputter of the document. The Contracting Authority are using four key ones:

1. S1 Suitable for Coordination: A document or piece of information can be used to support the design process.
2. S2 Suitable for Information: A document or piece of information can be viewed and has been assured ahead of issue. The document is subject to change so should not be used for commercial or design purposes.
3. S3 Suitable for Review and Comment: A document that has been issued to GPA that can be reviewed and commented upon. Predominately at this stage a document is not suitable for final issue but allows GPA to review prior to final submission
4. S4 Suitable for Stage Approval: A document or piece of information that has been issued at the end of a design stage or prior to the end of the design stage.

## S 525 Quality management system

The *Consultant* operates a quality management system and submits a quality plan for acceptance to the *Service Manager*.

As a minimum the *Consultants'* quality management system complies with the following standards:

- ISO9001 - Quality
- ISO 27001 - Information Security
- ISO 14001 – Environmental
- ISO 19650 - BIM

The *Service Manager* defines the audit schedule in consultation with the *Client's* Design and Engineering team for the Consultant and any support Subcontractors. The audit schedule forms part of the quality plan.

The *Consultant* manages and updates the Design Deliverables List for each Task Order every month and submits it in monthly progress report to the *Client*.

## S 530 Quality policy statement and quality plan

The Consultant Provides the Service according to the *Client's* Quality Plan and Quality Management System. The Consultant maintains, reviews and makes recommendations to the Service Manager how the Quality Management Plan and Policy could be updated following the completion of a Task Order to implement lessons learned and ongoing programme improvement activities.

The Service Manager may accept recommendations made by the Consultant or state reasons why the suggestion to change the Quality Plan or system are not accepted. If the Consultant's recommendations are accepted the Consultant updates the Quality Management Plan and Policy and submits it to the Service Manager for acceptance.

## S 535 Security

### S 536.1 Security Clearance Requirement

All resources involved in Providing the Service must maintain a minimum-Security Check (SC) clearance or any subsequent iteration of national security clearance that provide comparable levels of assurance. Certain Tasks may require the *Consultant* to provide resources that maintain a Developed Vetting (DV) or Counter Terrorist Check (CTC) clearance level or any subsequent iteration of national security clearance that provide comparable levels of assurance. The *Service Manager* identifies in part 1 of the Task Order if DV or CTC security clearance is required to Provide the Service.

The *Consultant* build into their planning the necessary time required to obtain the required security clearance. Where the *Consultant* is unable to meet the security requirements of a Task they raise an early warning and discuss with the *Service Manager* different ways of fulfilling the security requirement in the interest of Providing the Service. The *Service Manager states* how the *Consultant* is to proceed.

The *Consultant* identifies within the Suitably Qualified and Experienced Register the level of security clearance maintained by each resource. The *Consultant* assigns to each Task only those resources which meet the security requirements stated in this section and any additional constraints identified in Part one of the Task Order.

### S 535.2 Management and Maintenance of Security Clearance

The *Consultant* is responsible for ensuring the necessary levels of security clearance are in place for the duration of the *Consultant* Providing the Service. The *Consultant* manages the security clearance application process (including renewal procedure), the associated data-gathering for personnel verification purposes and submissions to the relevant Government department sponsoring unit.

The *Consultant* maintains accurate and up to date records of all the people working on contract (including Subcontractors), their security clearances, any privileged access staff have been given. In relation to security clearances this should include a minimum the level of clearance, expiry date of

that clearance, and any limitations restricting access associated to that clearance. The *Consultant* are also responsible for supporting compliance with good security practice related to managing staff holding national security clearance.

#### S 535.3 Security Training

The *Consultant* is responsible for ensuring their staff are given a security induction and annual training on secure information management which complies with good industry practice, and they must maintain an accurate and up to date records of this training being completed.

#### S 535.4 Risk Management

The *Consultant* implements a risk management process, conducting a risk assessment for the service provided. The *Consultant* carries out risk assessments at a reasonable frequency or when there is a major change in the *Consultant's* Systems Environments or threat landscape to assess the Information Security Risks specific to the nature of the *services* being provided to the *Client* and to define any specific information security and the *Client's* Assets handling arrangements that are applicable to this. The *Consultant* shall also:

- a) consider each of the requirements set out below as part of this risk assessment;
- b) put in place risk treatment plans and implement appropriate controls to mitigate the risks an acceptable level required by the *Client*;
- c) share the outcomes of the performed risk assessment with the *Client* and mutually agree any specific information security and the *Client* Assets handling arrangements under the Specification between the *Consultant* and the *Client*; and
- d) notify the *Client* in a timely manner if the risk profile has changed significantly such as from low/medium to high/critical.

#### S 535.5 Security Audit and Assurance

The *Consultant* (and Sub-contractor if applicable) complete the *Client* "Information Security Questionnaire" and provide its responses and supporting evidence to the *Client* for review.

The *Consultant* conducts Security Tests (which include Penetration Tests, Vulnerability Scan, Availability Tests and any other security related tests) by a accredited third party or by a PCI Approved Scan Vendor (if processing, storing or transmitting card payments) to ensure the system's confidentiality, integrity and availability at least annually (or as otherwise agreed by the Parties) and upon any major changes to the *Consultant's* Systems Environment.

The *Client* is entitled to send the representatives to witness the conduct of the Security Tests. The *Consultant* provides the *Client* with the results of such tests (in a form approved by the *Client* in advance) as soon as practicable after completion of each Security Test.

The *Consultant* performs risk-based security audits of the *Consultant's* System Environment at least once every twelve months and upon any major changes to the *Consultant's* Systems Environment and/or risk level.

Upon request by the *Client*, the *Consultant* provides the reports of the security tests and audits (internal or external) and evidence that the critical and high issues and vulnerabilities identified in the reports are resolved to mitigate the security risks to the level acceptable to the *Client*.

If the *Consultant* provides a code development service to the *Client*, the *Consultant* shall be required to follow GPA policies and standards (or Good Security Practice if such policies and standards do not exist) for code development within the *Consultant's* Systems Environment including independent code review.

Should Services under this Contract require the *Consultant* to provide software development Services, the *Consultant* and the *Client* will mutually agree code development practices in a specification prior to the services being executed.

The *Client* may periodically undertake Security Tests in respect of any or all of the systems and infrastructure within the Data Centres, Clouds or any other locations used to deliver any of the Services. If any such test reveals any security issue or non-compliance with the terms of this Contract, the *Consultant* shall promptly (by reference to its criticality) correct the relevant issue and report to the *Client* accordingly. The *Client* shall provide advance notice of any such Security Tests and *Consultant* shall not be responsible for any failure in the Goods and/or Services caused by the *Client* undertaking such Security Tests.

The *Client* is entitled at any time and without giving notice to the *Consultant* to carry out Security Tests (including penetration tests and vulnerability scans) as it may be deemed necessary to establish the *Consultant's* compliance with the *Client's* security requirements. The *Client* notifies the *Consultant* of the results of such tests after completion of each test. Security Tests shall be designed and implemented to minimise the impact on the delivery of the services. If such tests impact adversely on its ability to deliver the services to the agreed Service Levels, the *Consultant* is granted relief against any resultant under-performance for the period of the tests.

#### S 535.6 PCI DSS Compliance and Certification

The *Client* acknowledges that should there be Services under this Contract that require the *Consultant* to obtain, store, process or transmit payment card data in-scope for PCI DSS, the *Consultant* shall then comply but subject to the Change Control Procedure, with the following:

- a) shall do so in compliance with the most up-to-date Payment Card Industry Data Security Standards which are put in place by the PCI Standards Council to the extent that PCI DSS applies to them by virtue of any such transfer, storage or connection;



- b) shall restrict the disclosure of the Payment Card Information to those of its employees who may be required by it to assist it in meeting its obligations under this Contract;
- c) will supply to the *Client* the Self-Assessment Questionnaire (SAQ) that demonstrates its compliance with PCI DSS.

If PCI DSS is not applicable to this service, the *Client* must agree that PCI DSS is out-of-scope for all the services being provided under this Contract. If it is found that there are services that fall under the scope of PCI DSS, the *Client* shall provide reasonable notice to the *Consultant* and jointly evaluate such applicability, the impact to Goods and/or Services and mutually agree the additional security controls (both administrative and technical)

#### S 535.7 Cryptography and encryption

The *Consultant* and/or sub-contractor ensure that *Client* Assets at rest and in transit are encrypted using an agreed minimum encryption standard e.g. Transport Layer Security (TLS 1.2) or higher versions, Advanced Encryption Standard (AES 256) or higher versions and in line with the *Client's* security policies and standards.

The *Consultant* and/or sub-contractor ensure that technical (automatic data encryption controls for laptops and removable media) and procedural (policies and user awareness) controls are in place for all portable devices (e.g. laptops, tablets) and removable media (e.g. CDs, DVDs, USB storage devices, backup tapes) that contain *Client* Assets.

The *Consultant* and/or sub-contractor ensure that *Client* Assets transferred electronically outside of the *Consultant's* Systems Environment, or over any public network, are encrypted using an agreed minimum encryption standard.

Encryption functions provided by office automation software (e.g. Microsoft Office, Adobe Acrobat) excluding Data Compression tools such as WinZip (where 256 AES encryption or higher is used) must not be relied upon to protect *Client* Assets unless specifically agreed in writing with the *Client*.

#### S 535.8 Security Passes

The *Consultant* requires Security Passes for entry to any *Client* Site. Passes may be temporary or permanent. Security Passes are always to be openly displayed when on any *Client* Site.

The *Consultant* complies with the *Client's* requirements for maintaining an electronic entry system for any *Client* Site. The *Consultant* ensures that all visitors sign in and out of the *Client* Site to support emergency response plans and requirements.

Visitors and guests of the *Consultant* are checked in and must be accompanied at all times on the *Client* Site by the *Client*, *Service Manager* or the *Consultant*.

### S 535.9 Security and identification of people

The *Consultant* is responsible for ensuring that all personnel under their employment, Subcontractors or Others conducting work on the Client Sites, or who will be given access to the Client's IT systems, are security screened to a level that meets or exceeds Security Check (SC) or any subsequent iterations of national security clearance which provide comparable levels of assurance, before providing any part of the *service*, accessing the Client Site or being given access to the Client's IT systems. This screening must comply with British Standard BS7858 (Security Screening) and be facilitated by the *Consultant*.

### S 535.10 Security Access

The *Consultant* is responsible for ensuring that all personnel under their employment, Subcontractors or Others conducting work on the Client Sites, or who will be given access to the Client's IT systems, are security screened to a level required by each Task before providing any part of the *service*, accessing the Client Site or being given access to the Client's IT systems. This screening must comply with British Standard BS7858 (Security Screening) and be facilitated by the *Consultant*.

The *Consultant* must only grant its staff access to the *Client's* assets as is necessary for them to carry out their duties and nothing more. When supplier staff no longer need access to these assets (eg the staff member changes roles or ceases work on this contract) the staff members access rights shall be revoked within one (1) Working Day. The *Consultant* must notify the relevant vetting authority of the need to lapse the person's security clearance. The *Consultant* removes access to all sensitive assets immediately if the staff member's security clearance has been revoked or suspended. The *Consultant* maintains a record of those people who are no longer Providing the Service and that their associated access and clearances have been removed or appropriately amended.

### S 535.11 Information Management Security

The *Consultant* security standards are aligned to ISO27001 or equivalent and the service provided to the authority should fall within the scope of the Supplier's ISO 27001 accreditation. The *Consultant* maintains Cyber Essentials Plus or equivalent accreditation for the length of the contract.

The *Consultant* restricts access to the data to only those persons with a valid 'need to know'. Retain metadata related to the usage of the service in a format, and for a period, to be agreed with the *Client*. The *Consultant* is required to safeguard the buyer information under the UK Data Protection regime Legislation. The *Consultant* shall ensure that the *Client's* information is retained in the United Kingdom at all times. If by exception there is a need to hold any of our information overseas this must only be done with the prior approval from the *Client* security team.

The *Consultant's* staff working on a *Client* service must be based within the UK and cannot work on *Client* services outside of the UK. If there is an exceptional need for a supplier or subcontractor to work on the *Client* services while outside of the UK the supplier must present how they will mitigate any security risk and permission must be obtained in advance from the *Client* security team.

### S 535.12 Due Diligence Reviews

On a periodic basis, and on a schedule set by the *Client*, the *Consultant* is required to work with the *Service Manager* to carry out commensurate security due diligence checks of the *Consultant's* compliance with the contracted security requirements. This includes upon the request the *Client* providing access to their records of staff security clearance and mandatory training so the *Client* can assure itself the security requirements of this agreement are being maintained.

### S 535.13 Security Breaches

The *Consultant* reports all potential security concerns regarding their staff behaviour to the appropriate vetting authority promptly.

In the event of a suspected or actual security breach, the *Consultant* (or subcontractor) must immediately take all reasonable steps (which shall include any action or changes reasonably required by the *Client*) necessary to:

- minimise the extent of actual or potential harm caused by any Breach of Security;
- remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the *Client's* Property and/or Buyer Assets and/or ISMS to the extent that this is within the *Consultant's* control;
- apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the *Consultant*, if the mitigation adversely affects the *Consultant's* ability to provide the Deliverables so as to meet the relevant KPI performance measures, the *Consultant* shall be granted relief against any resultant under-performance for such period as the *Client*, acting reasonably, may specify by written notice to the *Consultant*;
- prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- supply any requested data to the *Client* (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the *Client's* request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- as soon as reasonably practicable provide to the *Client* full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the *Client*.

#### S 535.14 Change Management

The *Client* recognises that information security controls will periodically be subject to change as a result of developments in, external threats to information security, technologies, regulations, international/industry security standards and *Client's* policies and standards.

The *Consultant* implements a formal change management process to ensure changes made to the *Consultant's* Systems Environment are recorded, tested and approved before being implemented.

Any change to the *Consultant's* Systems Environment which does or may reduce specific *Client's* security control requirements defined in a Specification for a specific project shall be subject to *Client's* prior written approval.

The *Consultant* operates a robust system development lifecycle which includes information security requirements that must be implemented on all software elements supporting the service.

The *Consultant* ensures that there is clear segregation of environments between development, testing and production. Developers should have limited access to the production environment and should not be able to promote code to the production environment.

1. All software changes are documented and tested in the test environment prior to being applied to any systems in the production environment
2. The *Consultant* must enforce that *Client* data is not used at any time in the test environment and enforce segregation of duties to prevent unauthorised changes into the production environment.

#### S 535.15 Network Security

Network security controls such as firewall, distributed denial of service protection, network and application-based intrusion detection system must be implemented to control and monitor connections to the *Consultant's* Systems Environment from the Internet or other untrusted networks.

All Security controls relating to the development, build, configuration, deployment, operation, change management, maintenance and support for all technologies relating to the *Consultant's* Systems Environment shall be in line with *Client* policies and standards (or Good Security Practice if such policies and standards do not exist).

The *Consultant* ensures that all systems within the *Consultant's* Systems Environment or accessing *Client's* System Environment have appropriate up to date anti-virus and anti-malware software installed, Anti-virus and anti-malware software updates must be applied immediately upon being released by the vendor and the software must be configured for at least daily scheduled and on-access scanning.

Devices (including PCs, tablets, mobiles, laptops and servers etc.) which are used to access, hold or process *Client* Assets must adhere to secure practices such as but not limited to:

- a) ensure user interface screens or sessions automatically lock after a short period of inactivity (maximum 15 minutes) and require use of a password, or other authentication credential, to unlock;
- b) have all vendor operating system and application software updates / patches tested and installed immediately upon issue by the vendor;
- c) ensure that unsupported software and hardware systems are decommissioned and/or replaced with vendor supported systems.
- d) have all successful and unsuccessful logon attempts and modifications to system access permissions logged and these logs must be independently reviewed and retained for at least 90 days unless the frequency of security events and reasonable file size restrictions reduce this retention period during a specific time period.

The *Consultant* ensures that *Client* Assets or data relating to *Client* customers or personnel is only stored and processed in the *Consultant's* Systems Environment.

#### S 535.16 Business Continuity Management and Disaster Recovery

The *Consultant* ensures that:

- a) Business continuity management systems and plans are in place to enable the *Consultant* to maintain or else quickly resume provision of key services in the event of a disruption in line with agreed Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO);
- b) Business continuity management plans and arrangements shall be in line with *Client* business continuity policies and standards (or Good Security Practice e.g. ISO 22301 or equivalent standard) if such policies and standards do not exist;
- c) Copies of the business continuity plans are stored outside of the *Consultant's* premises and are easily accessible in the event of a disruption;
- d) Business continuity plans and arrangements shall be tested and reviewed at least annually or following significant organisational change;
- e) Disaster recovery plans and arrangements are in place to enable the *Consultant* to maintain or else quickly resume IT systems in the event of a disruption;
- f) Copies of the disaster recovery plans are stored outside of the *Consultant's* premises and are easily accessible in the event of a disruption;

Disaster recovery plans and arrangements shall be tested and reviewed at least annually or following significant organisational change

#### S 535.17 End, Expiry and Termination of Contract

Upon end, expiry or termination of the Contract for any reason, in addition to the termination provisions, the *Consultant* shall, within eight weeks (or any other period agreed between the *Consultant* and *Client*) of such end, expiry or termination also:

- a) return, or securely destroy all *Client* Assets in accordance with *Client*'s asset return and disposal policies and standards (or Good Security Practice if such policies and standards do not exist), except that which it is required to retain for legal or regulatory compliance obligations or its internal compliance procedures.
- b) where *Client* Assets are securely destroyed, the *Consultant* shall provide independently verifiable evidence of this and a certification from *Consultant*'s Information Security Manager confirming that such destruction has been carried out.

Security Requirements	Tier 3/ 4 (O & OS)
GPA Security Schedule***	Yes
GPA Policies and Standards	Yes
GPA Information Security Questionnaire	Yes
ISO 27001 Compliance	Yes
PCI DSS Self-Assessment Questionnaire**	Yes
Cyber Essentials Plus	Yes
Security Governance and Service Review Meetings/MI	Annually
GPA Security Assurance Site Visit*	Every 2 years
<p>* Required if sufficient assurance is not obtained from Questionnaire, Assurance/compliance Reports</p> <p>***Short version</p> <p>**If processing, transmitting or storing card payments</p>	

GPA security requirements for Suppliers in OFFICIAL and OFFICIAL-SENSITIVE tiers

## S 540 Industrial Relations

Industrial Relations do not apply to this contract.

## S 545 Form of retained documents

All deliverables produced by the *Consultant* in Providing the Service are retained in their native file format by the *Consultant*. The *Consultant* familiarises themselves and maintains an up to date working knowledge of the *Client's* information management requirements in section S 1900 to ensure that all documents retained by the Consultant are in a format that complies with the *Client's* information management requirements.

## **S 600 Consultant's programme**

### **S 605 Programme requirements**

#### **S 605.1 The programme**

The *Consultant* uses Microsoft 2019 (or later software) to produce the End-to-End Plan for the *service*. The programme is uploaded into Microsoft Project Online software

The *Consultant* should develop the programme to Level 2 as defined below in line with the established work breakdown structure. This programme is structured in a way that provides a clear understanding of the Tasks being delivered by the *Consultant* along with key interfaces into the various Projects they are working on.

A general guide is:

- Level 0 – project name/title
- Level 1 – project high level outline
- Level 2 – key project areas

The *Consultant's* programme identifies the Key Milestones and interfaces for each Task. These milestones should be identified by setting the duration to 0 and linked as successors to the relevant tasks and key products in the programme.

The *Consultant's* programme should as a minimum identify the key deliverables and must have the following characteristics:

- A clear description that specifies the name of the product e.g. Outline Business Case
- They are preceded by a drafting and approvals process
- They have a predecessor which will be the last step in the above process
- Milestone type must be set to Key Product

#### **S 605.2 Activity and Work Breakdown Structure (WBS)**

The *Consultant* attributes an Activity ID to relevant Task. Once assigned the activity ID is not amended.

The *Consultant* retains all activities as included in the first Accepted Programme which becomes the baseline plan. The *Consultant* marks all completed Tasks "complete" based on actual progress.

The *Consultant* moves the relevant activities to the section of the WBS titled "Deleted Activities" to ensure that activity IDs are not reused.

When revising the programme, the *Consultant* exercises due skill, care and diligence to not re-use activity ID's or changed Activity ID's.



The *Consultant* adds all activities related to compensation events as a new activity on the programme and shows deletions. Any additional activities need to be coded with the Change Control ID.

#### S 605.3 Resource Loading

The *Consultant* provides a programme with resource loaded data for each Task and aligned to the WBS.

#### S 605.4 Time Risk Allowance

The *Consultant* includes Time Risk Allowance (TRA) on its programme identifying for each Task the planned completion and Task Completion Date. This should be clearly identified within the programme and be added to each relevant activity within a dedicated User Defined column named TRA.

#### S 605.5 Activity Codes

The *Consultant* uses Activity Codes for easy filter and assessment of data for various reporting functions.

#### S 605.6 Schedule Management

The *Consultant* uses Microsoft 2019 or later and Microsoft Project Online software within the *Client's* environment.

The *Service Manager* discusses with and informs the *Client* of the revised programme and if required Others prior to acceptance.

The *Service Manager* may jointly review progress with the *Consultant* at the end of each period.

The *Consultant* follows the below principles pursuant to its obligations under Clause 31:

- Identifies completed Tasks and actualised dates for start or completion of activities.
- Updates the revised programme in complying with its obligations pursuant to Clause 32,
- Updates the programme with actual progress achieved on each Task
- Reviews critical activities.
- Reviews programme Logic and optimal sequencing.
- Updates programme within the *Client's* environment

#### S 610 Methodology statement and Format of the programme

The *Consultant* uses Microsoft 2019 or later and Microsoft Project Online software within the *Client's* environment to maintain the end-to-end project programme on a weekly basis and submits the programme for acceptance to the *Service Manager* as required by these *conditions of contract*.

The *Consultant* provides all programme in the format set below as a minimum:

- Each Task is identified by one activity and any predecessors and successors to the Task are identified
- Exception: One start & finish milestone per plan.
- Exception: WBS summary type.
- Avoids negative lags
- Avoids positive lags and use possibility of creating an activity
- Does not use SF activity relationships
- Avoid hard constraints where possible and provides explanation notes when used.
- Explore soft constraints where possible.
- Exception: If activity steps are being used within the Task, Procurement, Manufacture, Consent Periods, LOE & WBS Summary.
- The *Consultant* uses minimum activity duration of no less than 1 day.
- The *Consultant* avoids the use of negative float.

## S 615 Information and other things provided by the Client and Others

The *Client* provides and the *Consultant* identifies on their programme:

- Date planning permission is obtained
- Sequencing and timing based on Project Plan
- Date funding is finalised
- Stage Gate Approval Dates
- Investment committee dates
- ECI Construction Contractor's returned information
- Key governance dates and purdah periods

## S 625 Revised programme

The *Consultant* revises the baseline programme, on approval from the *Service Manager*, specific to those Tasks affected by the compensation events. Thereafter, the *Service Manager* uses the adjusted baseline to measure any future progress.

The *Consultant* submits a revised programme pursuant to clause 32 in a frequency as defined by the Contract Data demonstrating the actual progress achieved in the period against each Task and its effect on the timing of the remaining work.

The *Service Manager* reviews the revised programme against the original or adjusted baseline programme as the case may be.

## S 700 Task Order Plan

### S705 Task Order Plan Requirements

The *Consultant* uses the Task Order Plan to demonstrate all projects and their relevant phases such as initiation, detailed design and construction timelines with clear logical relationships including

The Task Order Plan must:

- Enable a robust schedule to be established showing criticality of activities and the critical paths;
- Provide a means of effectively measuring and reporting work in progress;
- Identify inter-functional links for transfer of information;
- Identify all key review periods, approvals and formal issue dates.

The *Consultant* produces Task Order Plans that are consistent in detail and identifies work into unambiguous activity descriptions.

The *Consultant* produces Task Order Plans that summarise the key stages of the *service* provided, activity deliverables, Subcontractors, other Professional Services Partners and Others engaged with the Project.

The *Consultant* produces Task Order Plans that identify key interventions required from the *Client* and Others including the provision of information, approvals, access and other activities.

The *Consultant* produces Task Order Plans with activities fully logic linked and uses constraints agreed with the *Service Manager* or defined in this document or elsewhere in the Scope.

The *Consultant* identifies *starting dates*, *access dates*, Key Dates, Task Order Completion Date, planned Completion and floats in accordance with clause 31.2.

The *Consultant* identifies all key review periods, approvals and formal issue dates.

The *Consultant* will provide timely project and cost reporting and data to the *Service Manager*. The project management reporting and processes needs to be aligned and Coordinated with the overall Plan platform and facilitate the efficient reporting and data transfer at Task Order Plan level.

The *Service Manager* is responsible for overall Task Order Plan reporting to the *Client's* PMO lead and the *Consultant* will need to report in line with the requirements, examples of which are provided

#### S 705.1 Activity and Work Breakdown Structure

The *Consultant* attributes an Activity ID to relevant work packages and WBS structure. Once assigned the activity ID is not amended.

The *Consultant* retains all activities as included in the first Accepted Task Order Plan which becomes the baseline plan. The *Consultant* marks all completed activities “complete” based on actual progress.

The *Consultant* moves the relevant activities to the section of the WBS titled “Deleted Activities” to ensure that activity IDs are not reused.

When revising the plan, the *Consultant* exercises due skill, care and diligence to not re-use activity ID’s or changed Activity ID’s.

The *Consultant* adds all activities related to compensation events as a new activity on the Task Order Plan and shows deletions. Any additional activities need to be coded with the Change Control ID.

#### S 705.2 Settings, Layouts and Activity Codes

Will be set by the *Client* and *Service Manager*. the *Consultant*, the *Service Manager* will monitor, update and redefine these as part of each schedule submission.

#### S 705.3 Resource Loading

The *Consultant* provides Task Order Plans with resource loaded data for both design and construction phases, throughout the lifecycle, aligning with the WBS.

The *Consultant* provides comprehensive resource profiles for each function showing number of FTE’s for each Task Order Plan.

#### S 705.4 Time Risk Allowance

The *Consultant* includes Time Risk Allowance (TRA) on its Task Order Plan. This should be clearly identified within the Task Order Plan and be added to each relevant activity within a dedicated User Defined column named TRA.

#### S 705.5 Critical Path and Display Bars

The *Consultant* defines the critical path as any activity with less than or equal to 0 days total float.

The *Consultant* identifies the critical path using a red bar, planned work using green bar and completed work using blue bars.

#### S 705.6 Activity Codes

The *Consultant* uses Activity Codes for easy filter and assessment of data for various reporting functions.

#### S 705.7 Schedule Management

The *Consultant* uses Microsoft 2019 or later and Microsoft Project Online software within the *Client’s* environment.

The *Consultant* and the *Service Manager* monitor the progress of the Task against the baseline plan using Rules of Credit agreed prior to the first update.

The *Consultant* aligns plan activities with the WBS Task Order codes.

The *Consultant* maintains a register of all Task Order Plan updates.

The *Service Manager* discusses with and informs the *Client* of the revised Task Order Plan and if required Others prior to acceptance.

The *Service Manager* may jointly review progress with the *Consultant* at the end of each period.

The *Consultant* follows the below principles pursuant to its obligations under Clause 31:

- Identifies completed activities and actualised dates for start or completion of activities.
- Updates the revised plan in complying with its obligations pursuant to clause 32,
- Updates the Task Order Plan with actual progress achieved, and the effect of other compensation events notified between the date of the Accepted Task Order Plan and the compensation event was notified.
- Reviews critical activities.
- Reviews Task Order Plan Logic and optimal sequencing.
- Updates Task Order Plan within the *Client's* environment

## S 705.8 Baseline Task Order Plan

The *Service Manager* establishes a baseline as the first Accepted Task Order Plan and will monitor progress against this baseline.

The baseline plan will record all milestones, the approved execution plan activities, and estimated activity durations. All revised plans will be measured against the baseline schedule to reflect how the actual and forecasted work measures against the baseline.

The *Consultant* incorporates within the Task Order Plan sufficient detail of activity durations, costs and resource levels including identification of critical activities, information required dates, handover dates, procurement timescales, third party activities, constraints and access dates if applicable.

## S 710 Methodology Statement

The *Consultant* provides all Task Order Plans in the format set below as a minimum:

- All activities have a predecessor and a successor.
- Exception: One start & finish milestone per plan.
- Exception: WBS summary type.
- Avoids negative lags
- Avoids positive lags and use possibility of creating an activity

- Does not use SF activity relationships
- Avoid hard constraints where possible and provides explanation notes when used.
- Explore soft constraints where possible.
- The *Consultant* uses maximum activity duration of no greater than 20 days unless agreed by the Client.
- Exception: If activity steps are being used within the activity, Procurement, Manufacture, Consent Periods, LOE & WBS Summary.
- The *Consultant* uses minimum activity duration of no less than 1 day.
- The *Consultant* avoids the use of negative float.

## S 715 Work of the Client and Others

The *Consultant* will identify all the interfaces with the *Client* and Others on the Task Order Plan. Where they require info is stated on their Task Order Plan.

## S 720 Information and other things provided by the Client and Others

The *Client* provides and the *Consultant* Identifies on their Task Order Plan:

- Date planning permission is obtained
- Date funding is finalised
- Stage Gate Approval Dates
- Investment committee dates
- ECI Construction contractor's returned information
- Key governance dates and purdah periods

## S 730 Revised Task Order Plan

The *Consultant* revises the baseline Task Order Plan, on approval from the *Service Manager*, specific to those activities affected by the compensation events. Thereafter, the *Service Manager* uses the adjusted baseline to measure any future progress.

The *Consultant* submits a revised plan pursuant to clause 32 in a frequency as defined by the Contract Data demonstrating the actual progress achieved in the period against each activity and its effect on the timing of the remaining work.

The *Service Manager* reviews the revised plan against the original or adjusted baseline Task Order Plan as the case may be.

## S735 Task Completion Definition

Completion of a Task Order is achieved when all of the individual components of each Task making up the Task Order are completed. The following section identified the items which need to be completed in order for the *Consultant* to achieve Task Completion.

### S 735.1 – RIBA Stage 0 – Strategic Definition

The *Consultant* completes this Task when the following items are provided and accepted by the *Service Manager*:

- Project Execution Plan
- Project Plan
- Project Communication Plan
- Project Brief
- Feasibility study/site appraisal are complete
- RIBA Stage 0 Cost Plan including Project Budget, seed funding requirement and test fit cost appraisal
- Project Governance set up including:
  - Project Board, Project Working Group and Delivery Team meetings
- Set up of project site in on *Client's* CDE
- Delivery Strategy defined, tested and approved by necessary stakeholders
- Appropriate standards applicable to the identified project have been determined and agreed with the Design Partner and *Client*
- Strategic Asset Assessment (if Identified Project is a Refurbishment)
- Options Appraisal including short list options
- Project Initiation Document (PID)
- Threat Assessment and Remedial Analysis (TARA)
- Bomb Blast Assessment (BBA)
- Design & Engineering assurance for RIBA 0 and RIBA 0 Stage Gate Approval in line with the requirements in S 1020 Approvals from Others
- Review lessons learnt within 1 month of Stage Gate approval
- Government Soft Landings requirements for the project are complete, as defined in S 205.4. – Government Soft Landings (GSL) Requirements
- Net Zero / Sustainability and Wellbeing requirements for the project are complete, as defined in S 205.3 Sustainability Requirements
- The deliverables forming part of the additional scope for specialist building in section S 205.6 – Additional Scope – Specialist Buildings where the Project is a Heritage or High Security Facility
- CDM Duties - Confirm right people are in place to carry out PD role in RIBA 1: review and communicate Health and Safety Site Information (e.g. asbestos) and coordinate it with Feasibility Studies/Outline designs

- Employers Requirements (ER)

The *Consultant* has provided the necessary support to *Client's*

**Stakeholder and Approvals' Manager:**

- Complete the Outline Business Case for the Identifies Project
- Define and create Organogram of the Strategic Project Team
- Validate Commitment in Principle to Lease

**Property Team:**

- Produce RFI, including conducting property market searches and support lease agreement negotiations
- Review RFI results, early feasibility and optioneering with investment committee and obtain approval to proceed to RfP
- Prepare RFP documentation for formal engagement and evaluation of property market by providing key input in aligning RFP with *Client* requirements
- Respond to RFI requests from property market

**Design & Engineering Team:**

- Develop and agree Net Zero/Sustainability and Wellbeing outcomes for the Project, as further defined in section S 205.3 Sustainability Requirements

**Project Director:**

- Seek endorsement and approval of OBC and PID by Route to Market Steering Group approval and Investment Committee

**S 735.2 - RIBA Stage 1 - Preparation and Briefing**

The *Consultant* Completes this Task when the following items are provided and accepted by the *Service Manager*:

- Project Procurement Documents & Strategy for Construction Contractor
- Design Strategy updated to RIBA 1
- All Building Control and regulatory approvals requirements from Others are identified and compliance tracker developed
- Threat Assessment and Remedial Analysis (TARA) updated to RIBA 1
- Bomb Blast Assessment (BBA) updated to RIBA 1
- Project Board and Project Working Group and Delivery Team meetings maintained



- Project Execution Plan (PEP) updated to RIBA 1
- RIBA 1 Project Brief produced, validated and agreed
- RIBA 1 Technical Project Brief produced, validated and agreed
- Site Information Pack including all known site information
- ECI Agreement ready for engagement of Construction Contractor as required by Delivery Strategy
- Commission all enabling works, site surveys or site investigations.
- Additional due diligence and feasibility studies commissioned as agreed with the *Client's* Stakeholder and Approvals Manager
- Produce OPEX costs
- Finalise/validate and agree GPA scope of service ready for procurement of Construction Contractor
- Project Plan Reviewed, validated and updated to RIBA 1
- RIBA 1 Cost Plan
- Scheme Cost Appraisal
- ECI Agreement developed ready for signature
- Design & Engineering assurance for RIBA 1 and RIBA 1 Stage Gate Approval in line with the requirements in S 1020 Approvals from Others
- Review lessons learnt within 1 month of Stage Gate approval
- Government Soft Landings requirements for the project are complete, as defined in S 205.4. – Government Soft Landings (GSL) Requirements
- Net Zero / Sustainability and Wellbeing requirements for the project are complete, as defined in S 205.3 Sustainability Requirements
- The deliverables forming part of the additional scope for specialist building in section S 205.6 – Additional Scope – Specialist Buildings where the Project is a Heritage or High Security Facility

The *Consultant* has provided the necessary support to *Client's*

**Stakeholder & Approval Manager:**

- Validate Commitment in Principle to Lease
- Agree Spatial requirements, adjacencies with Other Government Departments

**Property Team:**

- Commence of Agreement for Lease negotiations
- Development of Lease Agreement Document (LAD)

**Design Partner:**

- Agreement of quality requirements in line with the *Client's* design guidance and quality plan
- Review workplace design standards, Leesman survey and benefits realisation strategy.
- Agree Design Guide Annex, standards and arrangements applicable to the Identified Project including
- Fire / Security / IT / AV / FM / CATERING / and internal requirements / External public realm / MEP approach including AV
- Net Zero/Sustainability and Wellbeing
- BIM level 2 approach and information / approval processes
- CDM responsibilities
- Inclusivity Design Guide
- Healthy building
- Transport plan principles and required car parking

### S 735.3 - RIBA Stage 2 – Concept Design

The *Consultant* Completes this Task when the following items are provided and accepted by the *Service Manager*:

- RIBA 2 Design Checklist/Sign Off Sheet
- Project Execution Plan (PEP) updated to RIBA 2
- CDM Duties assigned to appropriate party.
- Agreement for Lease signed
- project information including PEP validated
- Project Procurement Documents & Strategy
- Project review meetings with IDT have taken place to coordinate feasibility studies, sensitivity analysis and investment appraisals
- Soft Landings approach established in line with E2E process
- RIBA Stage 2 Cost Plan
- Project Plan Reviewed and Validated
- Agreement for Lease Scope in Section S 205.5 - Agreement *for Lease*
- Design & Engineering assurance for RIBA 2 and RIBA 2 Stage Gate Approval in line with the requirements in S 1020 Approvals from Others
- Government Soft Landings requirements for the project are complete, as defined in S 205.4. – Government Soft Landings (GSL) Requirements
- Net Zero / Sustainability and Wellbeing requirements for the project are complete, as defined in S 205.3 Sustainability Requirements
- The deliverables forming part of the additional scope for specialist building in section S 205.6 – Additional Scope – Specialist Buildings where the Project is a Heritage or High Security Facility

- ECI Contract if required by procurement strategy

The *Consultant* has provided the necessary support to *Client's*

**Project Director:**

- Obtain Stage Gate 2 Approval from Programme Board, Investment Committee; HMT

**Stakeholder & Approvals Manager:**

- Validate Commitment in Principle to Lease from Strategic Project Team or Other Government Department
- Develop Decant Strategy including:
- Update *Client* Requirement for RfP and AfL stages and are reflected in RIBA 2 Design Proposal and design annex tracker.

**Design Partner:**

- Produce concept design and *Client* interface plan and guide outlining the GPA design guidance, smarter working, shared facilities and adjacencies.
- Review design requirement and validate that the *Client's* standards
- Review ways of working to confirm that all parties are working with BIM level 2
- Confirm project information exchange requirements
- Review BIM Execution Plan
- Define MIDP and PIM data exchanges and validation
- Obtain pre-application planning advice and building regulations advice where required

**Design & Engineering team:**

- Develop Security strategy identifying Level 1 Operational Requirements

**Commercial/Procurement:**

- Review property acquisition requirements including acquisition, valuation, disposal of land or assets

**S 735.4 - RIBA Stage 3a and 3b – Spatial Coordination**

The *Consultant* Completes this Task when the following items are provided and accepted by the *Service Manager*:

- Construction Planning

- CDM duties assigned according to Access and Maintenance Strategy and Pre-construction Information pack
- Project Procurement Documents & Strategy complete
- RIBA Stage 2 Project Plan validated and RIBA Stage 3 Project Plan complete
- RIBA 2 Cost plan reviewed and RIBA 3 Cost Plan completed
- RIBA Stage 2 design checklist/sign off sheet complete
- Site Information Pack completed and confirmed with *Client* and Developer
- Construction Contract Scope is developed to the required level of completeness in line with procurement strategy and confirmed with *Client*
- ECI Scope is developed in line with procurement strategy and confirmed with *Client*
- Construction Contractor is appointed to deliver ECI Scope if required under Delivery Strategy
- All enabling works is commissioned
- Design & Engineering assurance for RIBA 3 and RIBA 3 Stage Gate Approval in line with the requirements in S 1020 Approvals from Others
- Government Soft Landings requirements for the project are complete, as defined in S 205.4. – Government Soft Landings (GSL) Requirements
- Net Zero / Sustainability and Wellbeing requirements for the project are complete, as defined in S 205.3 Sustainability Requirements
- The deliverables forming part of the additional scope for specialist building in section S 205.6 – Additional Scope – Specialist Buildings where the Project is a Heritage or High Security Facility

The *Consultant* has provided the necessary support to *Client's*:

#### **Programme Director**

- To seek approval of the FBC at Investment Committee

#### **Stakeholder & Approvals Manager**

- Developed design and key stakeholder interface plan
- Review *Client* funding requirements which need to be met prior to entering into Construction Contract.
- Review of Decant Strategy developed in RIBA Stage 2
- Prepare Full Business Case (FBC)

#### **Design/Engineering**

- Produce Security Operation Requirement Level 2 Report

#### **Design Partner**

- Review design requirement and validate that the *Client's* standards for designing and operating the building
- Confirm that all parties are working with BIM level 2
- To develop stacking plans that are complete, coordinated and compliant

### **Commercial & Procurement**

- Review of property acquisition requirements - acquisition, valuation, disposal of land or assets
- Conduct market engagement exercise with potential Construction Contractors to obtain Expressions of Interest

### **S 735.5 - RIBA Stage 4a – Technical Design**

The *Consultant* Completes this Task when the following items are provided and accepted by the *Service Manager*:

- CAT A Construction Contract Completion
- CAT B Construction Contractor and Facility Management providers appointed and Construction Contract Scope complete
- Soft Landings Plan
- RIBA Stage 4 Cost Plan
- RIBA Stage 4 Project Plan
- Security Operation Requirement Level 2 Report
- Design trackers completed and up to date
- BIM Execution Plan reviewed and agreed
- MIDP and PIM data exchanges defined and validation
- Confirm project information exchange requirements are understood by IPT
- Confirm that all parties are working with BIM level 2
- Furniture and workplace design trackers completed and up to date
- Information and Communication Technology (ICT) specification
- ECI Scope delivered and complete
- RIBA 4 Design complete by Construction Contractor
- Design & Engineering assurance for RIBA 4 and RIBA 4 Stage Gate Approval in line with the requirements in S 1020 Approvals from Others
- Government Soft Landings requirements for the project are complete, as defined in S 205.4. – Government Soft Landings (GSL) Requirements
- Net Zero / Sustainability and Wellbeing requirements for the project are complete, as defined in S 205.3 Sustainability Requirements
- The deliverables forming part of the additional scope for specialist building in section S 205.6 – Additional Scope – Specialist Buildings where the Project is a Heritage or High Security Facility

The *Consultant* has provided the necessary support to *Client's*:

**Design Partner**

- To the review of design and layouts with MEP / D&E / FM / ICT / Security / Sustainability Net Zero and relevant consultants

**Construction Contractor**

- Complete the RIBA 4 Technical Design and
- Submit building regulations/obtain Approved Inspector approval
- Discharge pre-commencement planning conditions.
- Prepare Construction Phase Plan.
- Identifies all risks and hazard and ensure the construction method is carried out with a suitable plan for managing health and safety.

**S 735.6 - RIBA Stage 4b – Technical Design**

The *Consultant* Completes this Task when the following items are provided and accepted by the Service Manager:

- ECI Scope coordinated and complete
- Construction Contract Scope document
- Design & Engineering assurance for RIBA 4 and RIBA 4 Stage Gate Approval in line with the requirements in S 1020 Approvals from Others

**S 735.7 - RIBA Stage 5 – Manufacture and Construction**

The *Consultant* Completes this Task when the following items are provided and accepted by the Service Manager:

- Building Manual provided including AV Layout plan and WiFi heat map
- CAT B Construction Contract Completion
- Soft Landings Plan in place
- All necessary local authority permits and approvals including planning approvals are identified, obtained and in place and assure conformance to approval to work
- Defects and deficiencies in the Landlords Work are resolved or necessary resources appointed to resolve
- BIM design tracker completed and up to date
- Confirmation received from *Client's* Team that all RIBA 4 Technical Design and stacking plans of all buildings and floors, adjacency zonal layouts and all major design areas and elements are complete, coordinated and compliant.

- Design & Engineering assurance for RIBA 5 and RIBA 3 Stage Gate Approval in line with the requirements in S 1020 Approvals from Others
- Government Soft Landings requirements for the project are complete, as defined in S 205.4. – Government Soft Landings (GSL) Requirements
- Net Zero / Sustainability and Wellbeing requirements for the project are complete, as defined in S 205.3 Sustainability Requirements
- The deliverables forming part of the additional scope for specialist building in section S 205.6 – Additional Scope – Specialist Buildings where the Project is a Heritage or High Security Facility

The *Consultant* has provided the necessary support to *Client's*:

#### **Stakeholder & Approvals Manager**

- Co-ordinate regularly with GPA *Client* Solutions and *Client* End Users on determining and developing the appropriate content and methods of internal communications with OGD colleagues

#### **Design & Engineering**

- Technical assurance for security assets procured and installed. Follow D&E Security E2E process for RIBA 5.

#### **S 735.8 - RIBA Stage 6 – Handover**

The *Consultant* Completes this Task when the following items are provided and accepted by the Service Manager:

- CAT C complete
- Cat C fit out contracts complete
- Defect rectification and all notified Defects complete
- Construction Contract Completion
- Project close out process complete
- Lessons learnt from design and construction reviewed and logged
- Project performance review complete
- Design & Engineering assurance for RIBA 6 and RIBA 6 Stage Gate Approval in line with the requirements in S 1020 Approvals from Others
- Government Soft Landings requirements for the project are complete, as defined in S 205.4. – Government Soft Landings (GSL) Requirements
- Net Zero / Sustainability and Wellbeing requirements for the project are complete, as defined in S 205.3 Sustainability Requirements

- The deliverables forming part of the additional scope for specialist building in section S 205.6 – Additional Scope – Specialist Buildings where the Project is a Heritage or High Security Facility

The *Consultant* has provided the necessary support to *Client's*:

#### **Project Director**

- Complete checklist and obtain Stage Gate 6 Approval

#### **Design & Engineering**

- By facilitating a structured handover of security assets to GPA Workplace Services
- Deliver FF&E contracts including completion of Cat C Fit Out and assurance
- All ICT in place
- Soft landing complete
- People migration complete
- Building handed over and
- Property disposals commence.

#### **S 735.9 - RIBA Stage 7 – Use**

The *Consultant* Completes this Task when the following items are provided and accepted by the Service Manager:

- Occupation Complete
- Time to spend with new occupiers and Workplace Experience (FM) during first 2 weeks of occupation to ensure that any project enquires are resolved.
- Retention monies released following completion and rectification of defective works in accordance with Construction Contract
- Review of project performance complete
- Project finances closed - project and professional fees accounts closed
- Design & Engineering assurance for RIBA 7 and RIBA 7 Stage Gate Approval in line with the requirements in S 1020 Approvals from Others
- Government Soft Landings requirements for the project are complete, as defined in S 205.4. – Government Soft Landings (GSL) Requirements
- Net Zero / Sustainability and Wellbeing requirements for the project are complete, as defined in S 205.3 Sustainability Requirements
- The deliverables forming part of the additional scope for specialist building in section S 205.6 – Additional Scope – Specialist Buildings where the Project is a Heritage or High Security Facility
- Project Signoff



The *Consultant* has provided the necessary support to *Client's*:

**Project Director**

- Complete checklist and obtain Stage Gate 7 Approval

**Construction Contractor**

- Arranging for defects inspection and rectification of defects in accordance with the building contract

## S 800 Management of the *service*

### S 805 *Client* Team Leads

The *Consultant* directly interacts, cooperates and collaborates with the *Client's* operational team. Each Task Order identifies the *Client's* discipline leads. The *Consultant* facilitates and maintains open communication with the *Client's* discipline leads for the duration of the Task and as required in this Scope. It is the *Consultant's* responsibility while Providing the Service to consult with the following resources as necessary for obtaining the level of information required for delivering a Task.

#### S 805.1 *Client's* Capital Projects Team

Programme SRO Responsibilities:

- Accountable for the Capital Projects Programme meeting its objectives and milestones
- Provides overall direction and leadership
- Owns the vision for the Capital Projects Programme
- Accountable for the Capital Projects Programme's governance arrangements
- Manages the interface with key senior stakeholders
- Owner of the Benefits Management Strategy

Programme Director

- Responsible for the Capital Projects Programme, ensuring that it meets its objectives, milestones and Estate Strategy commitments, and realises the expected benefits
- Responsible for development of a coherent Capital Projects Programme and Project organisation structure and logical set of plans
- Monitors and controls the Capital Projects Programme at a strategic level
- Maintains the overall integrity and cohesion of the Capital Projects Programme

Programme Manager

- Day-to-day management of the Capital Projects Programme
- Effective planning and coordination of interdependencies
- Production and maintenance of the Programme Business Cases
- Provides support and reports progress internally, including to SRO and Programme Directors
- Provides support and reports progress externally and to various boards including ERB

Programme PMO

- Governance, assurance, risk management, reporting management, schedule control, change control, information management, CDE management, benefits management, lessons learnt and continuous improvement
- Ownership and management of PPM products
- Responsible for setting and managing programme governance, control and assurance processes and systems
- Manages and assures the project and programme reporting cycle and reporting
- Provides assurance support and reporting including to GMPP and IPA Programme Assurance Reviews as required
- Business Case development
- Secretariat to Capital Projects Programme board

#### Project Director

- Accountability of assigned Project
- Production of Project Business Cases and approval
- Maintain working relationships with other *Client* Departments
- Accountable for delivery of Projects to agreed time, cost, performance and adherence to governance requirements
- Provides support and reporting progress internally, including to SRO and Programme Directors

#### Stakeholder & Approvals Manager

- Runs the stakeholder engagement process, maintains dialogue with the clients
- Manages the client commitment process
- Maintains governance structures

#### Project Support Officer

- Supports the Project Management Partner to deliver the Project Secretariat to Project board

#### Design & Engineering Subject Matter Experts

- The wider Design & Engineering team provides assurance and approval of design works, ensuring Projects are built and delivered in line with the Design Guides

### S 805.2 The *Client's* Other Teams

#### **Functions**

The Government Property Agency is made up of property, transformation and commercial professionals working out of function specific directorates.

#### **IT Tech & Data**

The IT Tech & Data team deals with Strategic development and implementation of systems and infrastructure across GPA to support all business units; to create, utilise and leverage data to improve outcomes for GPAs clients; and to procure and install IT and AV installations for the GPA estate

#### **Commercial /Procurement**

The Commercial Directorate deals with market facing property transactions, procurement and contract management, working closely with other directorates and departments.

#### **Corporate Services**

Corporate Services support the *Client's* people and ensures oversight and governance of delivery that keeps the Agency focused on delivering its strategic goals.

#### **Property**

The property team is responsible for acquisition of properties and managing the signature of agreements for lease

#### **Finance**

The Finance Function ensures that the Government Property Agency practices sound financial management, ensuring value for money and stewardship of taxpayers' funds. It also serves the function of producing finance models and business cases to secure funding from HMT for GPA projects.

#### **Workplace Services**

We are responsible for supporting customers in moving to and using our workplaces in a way that is popular with customers and enhances client satisfaction.

#### **S 810 Project team – Others**

The *Consultant* is one of the Professional Services Partners providing service to the *Client*. The *Client* also engages a Construction Contractor to provide construction works at Project.

The *Consultant* maintains a direct interface with, is consulted by and support the delivery of the *Client's* other Professional Services Partners and the Construction Contractor for the duration of the *service period*.

The roles of other organisations providing works or services to the *Client* are identified in the following section.

### *S 810.1 Design Partner*

The *Client's* Design Partner is responsible for the overall coordination of the Project Design. The Design Partner provides design services to the *Client* for the duration of the *service period*. The ongoing service provided by the Design Partner to the *Client* are:

- Account and Support Structure
- Resource Planning
- Programme and Contract Management
- Stakeholder Engagement and Management
- Capital Project Delivery Strategy
- *Client's* Standards Review

The Design Partner is engaged by the *Client* at RIBA Stage 1 and provides design service to the *Client* until the end of RIBA 3 for Design & Build Projects and RIBA 4b for Traditional Projects. The Design Partner may be engaged in a Technical Assurance role between RIBA 4a and 7.

The services provided by the Project Management Partner when engaged on a project are:

- Develops all aspects of the design in line with standards, regulations, best practice and GPA requirements. Gathers requirements in consultation with the workplace design manager from GPA technical experts, clients and other stakeholders.

### *S 810.2 Specialist Design Services Partner*

The *Client's* Specialist Design Services Partner is responsible to provide specialist services of the Project. The Specialist Design Services Partner provides technical assurance and design services for the duration of the *service period*. The Specialist Design Services Partner may be engaged to provide the following roles:

- CDM Manager
- Compliance and Handover Manager
- Physical Security Engineer
- Fire Engineering Manager
- Physical Security Engineer
- Sustainability Manager
- Workplace Design Manager
- Workplace Designer
- Senior Fire Safety Officer
- BIM Manager
- MEP Manager
- Fire Clerks of Work

### *S 810.3 Construction Contractor*

The *Client's* Construction Contractor is responsible for the overall construction of the Project and may be engaged under a traditional, design and build or two stage tender process. The Construction Contract may also be instructed to provide ECI service to the *Client* as determined necessary for the specific Project.

The Construction Contractor is engaged by the *Client* between RIBA 3 and 4 depending on the procurement route stated in the Delivery Strategy for the Project and provides service to the *Client* until handover of the Project following completion of RIBA Stage 7.

## **S 815 Communication system**

The *Client* provides a Contract Event Management and Reporting (CEMAR) platform or similar and agrees administrative and project management service to facilitate the management of works, including all necessary planning and coordination with relevant stakeholders.

### **S815.1 Communications**

The lines of communication between the *Client* and the *Consultant*, including primary one-to-one points of contact, are confirmed at the Start-Up Meeting and at each Task Order Start-Up Meeting, and captured in the agreed version of the Key Roles Interface Chart.

The *Consultant* agrees with the Service Manager prior to changing the agreed lines of communication.

All communications must be in a format that can be read and include as a minimum:

- *Client* contact identifying number and name,
- Subject,
- Unique reference number,
- Date,
- The name of the author (a representative holding delegated, power compatible with the subject matter),
- Communication status (For Action / Comment), and
- Information.

Each communication covers one subject only and bears an individual sequential number in accordance with the system agreed unless otherwise agreed by the *Service Manager*.

### **S815.2 Communications and Publicity**

The *Consultant* does not share any information for the purposes of publicity or information sharing, including but not limited to applying for external awards, posting on social media and giving interviews to Others pertaining to the *Client's* Programme of works, these conditions of contract and

the *service* being provided under this contract, or specific Projects without the express written permission of the *Client's* corporate communications team.

## S 820 Management procedures

### S 820.1 Meetings, attendees and meeting records

The *Consultant* participates in meetings with the *Client's* team, Service Manager and Others on topics such as early warnings, programme, progress, technical, cost, commercial, suppliers, contractual approvals, gateways, stakeholder management, interfaces and other matters as necessary.

Meetings may be on a regular or ad-hoc basis and unless agreed otherwise with the *Service Manager* will be held in person at the *Client's* Premises, Project Site or *Consultant's* Offices.

These meetings are separated into programmatic and Task level meetings and include, but are not limited to:

Programmatic Level Meeting
Programme Start-Up meeting
Capital Projects Programme Board Meeting
Quarterly Partner Meeting
Task Level Meetings
Gate Review Meeting
Change Control Board
Task Start-Up meeting
Progress meetings
Design Meetings
Early warning meetings
Handover Meetings

The *Consultant* participates and attends any other regular or ad-hoc meeting as required in fulfilment of this *service*. The *Consultant* invites the *Client's* Team to relevant and appropriate meetings chaired by the *Consultant* on topics agreed with the *Client's* team in the Start-Up Meeting.

### *S 820.1.1 Programme Level Meeting – Programme Start-Up Meeting*

Within two weeks of the Contract Date, the *Consultant* attends a Programme Start-Up Meeting. The key objectives of this meeting are to:

- Ensure the *Consultant* has full understanding of *Client's* requirements,
- Review plan requirements,
- Discuss the *Consultant's* early warning if any,
- Establish lines of communication,
- Establish a cash-flow management format,
- Agree meeting and reporting schedule,
- Agree the Key Roles Interface Chart
- Agree the nature or format of the accounts and records,
- Agree the format of the payment for application,
- Agree format of Other meetings in Section S 820.11 Task Level Meeting - Other
- Review the format of Early Warnings Register with the *Service Manager*,
- Review and agree the *Consultant's* risk management plan,
- Agree the *Consultant's* change management process,
- Agree the *Consultant's* interface management process,
- Ensure that *Client's* systems, processes and procedures are understood,
- Identify any other meetings that are necessary,
- Alignment with the *Client's* Reporting Governance & Monthly Cycle
- Discuss the site access strategy if applicable
- Discuss and alignment the *Client's* security and Information Management requirements, and
- Agree the format and content of the progress report.

### *S 820.1.2 Programme Meeting – Capital Project Programme Board Meeting*

The *Service Manager* notifies the *Consultant* if they must attend an upcoming CPPB and which members of the *Consultant's* team are required to attend. The *Consultant* attends the Capital Project Programme Board Meeting along with the other Professional Service Partner and Others.

### *S 820.1.3 Programme Meeting - Quarterly Partner Meeting*

The meeting is held quarterly from the Contract Date and is used to monitor and discuss the *Consultant's* performance under these *conditions of contract*. The meeting is attended by the *Consultant, Client* and *Service Manager*.

At the meeting the parties involved participate and discuss the *Consultant's* performance over the last quarter reviewing key programme metrics to inform the conversations. The Programme Charter, Key Stakeholder Register, Quality Management Plan, and Report on agreed KPI Scores are reviewed and discussed with a view of securing the *Consultant's* performance over the next quarter.



As a minimum the following of the *Consultant's* key persons are required to attend progress meetings:

- Project Manager,
- Planning Manager,
- Commercial Manager and/or Risk Manager, and
- Design Manager.

#### S 820.1.4 Task Level Meeting - Gated Review

A gated review is a meeting prior to Gate / Decision point to allow the stakeholders of the Project to assess the readiness of the Project to proceed through the actual gate. It allows stakeholders to raise concerns of any issue related to the Project.

The review is independently chaired by the *Client's* PMO who will provide a consistent, independent chair. Members of the Project are required to agree to the success criteria of the Project. The chair rates all items and applies a RAG rating to all aspects of the Project. Should a Red be agreed with the stakeholders the Project will not proceed to the gate.

The *Service Manager* notifies the *Consultant* if they must attend the Gated Review and which members of the *Consultant's* team are required to attend.

#### S 820.1.5 Task Level Meeting – Early Warning Meeting

The *Consultant* attends early warning meetings when instructed by *the Service Manager* and as required by these *conditions of contract*.

#### S 820.1.6 Task Level Meeting – Change Advisory Board

The Change Advisory Board (CAB) reviews all proposed changes pre-approval and confirms sufficient information has been provided and the proposed change is valid and ready to proceed. If it is not approved to proceed, clear reasoning and required actions will be given. The CAB will meet weekly to make sure this process does not delay change request decisions.

It is the responsibility of the Project Director and *Consultant* submitting a CRF to attend the CAB and explain/ confirm the change, and that sufficient information has been provided for the change to proceed. The *Consultant* may be required to support the Design Partner or Others to prepare for and in some instances to ask the Design Partner or Others to attend the CAB.

The *Consultant* attends the CAB and discusses with the *Service Manager* which members of the *Consultant's* team are required to attend.

#### S 820.1.7 Task Level Meeting – Task Start-Up Meeting

Within two weeks of the Task Order Start Date, the *Consultant* attends a Task Start-Up Meeting. The key objectives of this meeting are to:

- Ensure the *Consultant* has full understanding of Task requirements,
- Review programme requirements,
- Discuss the *Consultant's* early warning for the Task if any,
- Establish lines of communication,
- Agree meeting and reporting schedule,
- Agree the Key Roles Interface Chart for the Task
- Agree the nature or format of the accounts and records,
- Review the format of Early Warnings Register and decide how Task specific early warnings are identified with the *Service Manager*,
- Review and agree the *Consultant's* risk management plan,
- Agree the *Consultant's* interface management process,
- Agree any KPIs that will be tracked and monitored for the duration of the Task,
- Alignment with the *Client's* Reporting Governance & Monthly Cycle
- Discuss and alignment the *Client's* security and Information Management requirements
- Identify any other meetings that are necessary, and
- Agree the format and content of the progress report.

As a minimum the following of the *Consultant's* key persons are required to attend progress meetings:

- Project Manager,
- Planning Manager,
- Commercial Manager and/or Risk Manager, and
- Design Manager.

#### S 820.1.8 Task Level Meeting – Progress meetings

The *Client* advises the *Consultant* of the dates of the four-weekly progress meetings at the Start-Up Meeting. The agenda is set by *Service Manager* and includes:

- progress, programme, cost, project execution, project reporting, change control, gateways, stakeholder consultation and management, consents and environment management, commercial, contracts, procurement risk and value.

As a minimum the following of the *Consultant's* key persons are required to attend progress meetings:

- Project Manager,
- Planning Manager,
- Commercial Manager and/or Risk Manager, and
- Design Manager.

#### S 820.1.9 Task Level Meeting – Design Meetings

Design meetings are held and organised by the Design Partner on a weekly basis, with a review meeting every four weeks. Design Meetings are chaired by the Design Partner. These meetings will be held face to face at the *Client's* site or offices.

The agenda is set by the Design Partner to discuss all matters relating to design, design quality, design management, compliance/assurance and technical approvals.

The Design Partner ensures that the representatives of each party forming the Integrated Delivery Team are on the distribution list including the *Consultant*, *Client* and Construction Contractor. The *Consultant* attends Design Meetings as requested by the Design Partner.

#### S 820.1.10 Task Level Meeting - Handover Meetings

The *Consultant* organises and notifies the members of the IDT to attend the handover meeting as required. The *Consultant* attends all Handover Meetings. During the Handover meetings the *Consultant* works with Others to ensure that: the design ethos is understood, RAID Logs are explored and understood and items undergoing change control are managed and understood by all parties.

#### S 820.1.11 Task Level Meeting - Other

Other Task meetings the *Consultant* is expected to participate in are included below. The format, attendees list and frequency of these are to be agreed between the Service Manager and *Consultant* at the Programme Start Up Meeting.

Other Meetings
Risk Workshops
Project Working Group/Delivery Team meetings
Project Review meeting
<i>Client</i> Security Workshop
T3 Meetings
<i>Client</i> Team Meetings
Site Meetings
On site Construction Meetings
Technical Assurance review Meeting Monthly
interactive planning sessions

## S 820.2 Reporting formats and requirements (e.g. progress reports)

### S 820.2.1 Reporting Governance & Monthly Cycle

The *Client's* Capital Programme reporting process provides a level of protection to the quality of information through the processes agreed and set out by the *Client's* PMO Team.

The aim of the Governance and Reporting Cycle is to provide an agreed process for the programme that will provide consistent, accurate, timely information to Programme Board, Investment Committee and GPA Board and enable effective decision making at the programme level.

The key principles for programme reporting are:

- Reporting follows a standard 4-week cycle aligned to the start of each calendar month, allowing a consistent data cut-off date.
- Project reports from IDT are submitted in agreed formats by specified dates to allow for review and data quality assurance by the project team ahead of finalising and submitting the up-to-date project data by the end of week 1 in the 4 week cycle
- Documents are stored on the *Client's* common data environment (CDE), to allow for transparency and collaborative working.

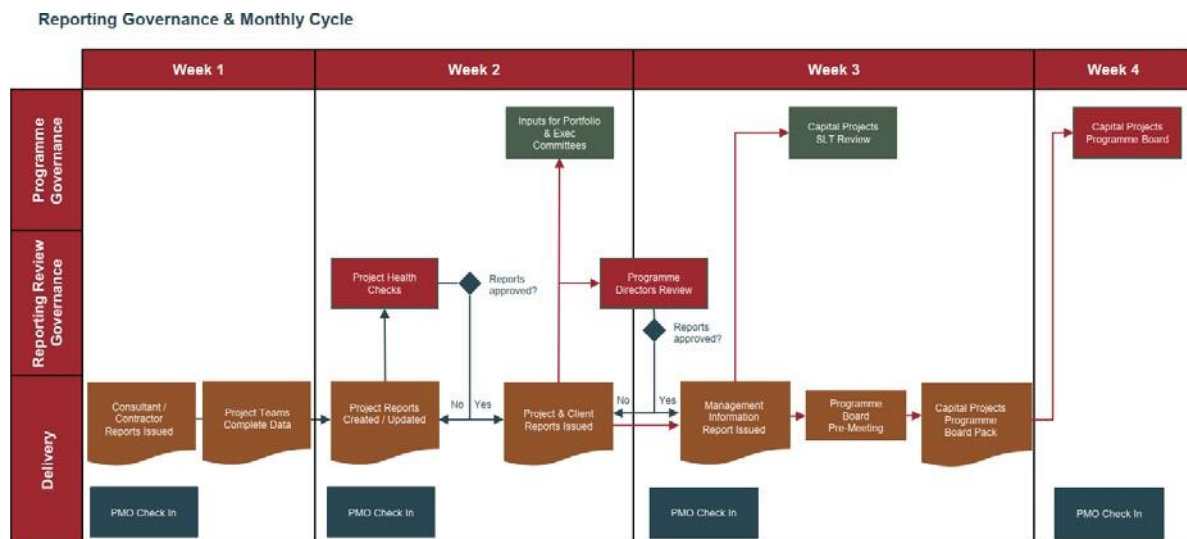
The process operates on a 4-week cycle and the information required in each week is summarised below.

- Week 1: Project data checked and finalised. Project Management Partner provide the update detail. Project Director verifies the information from a quality assures perspective to make sure it is up-to-date and accurate. By the end of week 1 the following data will be consolidated by the Project Management Partner and provided to the *Client*:
  - *Client* updates and narrative – input CDE
  - RAID – input to CDE
  - Schedule – input to CDE
  - Cost Report (CDEL and RDEL only) – input to PWA
  - Cost Report (detailed) – separate output
- Week 2: Project Health Checks held. Project data finalised. Updates ready for input to Portfolio and Executive Committees as required
  - Project Health Checks: 2hrs per region. Attendees: Programme Manager, Project Director, Project Manager, SAM, PMO
- Week 3: Programme Directors Review held, using project data finalised from Project Health Checks.
  - Programme Directors Review: 1-2 hours per region. Attendees: Programme Director, Partner, Programme Manager, Project Director, PMO

- Management Information report issued
- SLT review meeting held
- Capital Projects Programme Board pack finalised and issued
- Week 4: Capital Projects Programme Board

The *Service Manager* and *Consultant* align the *Consultant's* reporting cycle to that of the client stated in this section such that the required information is provided to the *Client* in the appropriate week.

The following flow chart summarises the *Client's* reporting cycle.



### S 820.3 Key Performance Indicators

The *Service Manager* may request that Key Performance Indicators are implemented and tracked on any Task. Key Performance Indicators are jointly agreed between the *Consultant* and Service Manager including the mechanism for measuring performance. The *Consultant* performance against the service levels agreed for the Task.

The following themes have been provided to guide bidders per the below table.

KPI Theme	What will be measured?	Why this will be measured?	How this will be measured (examples)?
Cost	The timeliness of submission of the <i>Consultant's</i> cost assessments	Ensure compliance with the payment mechanisms in	Assessments are provided monthly for the duration of the contract.

KPI Theme	What will be measured?	Why this will be measured?	How this will be measured (examples)?
	to the GPA Service Manager	the contact and maintain accurate invoicing and reporting through the life of the project. A missing application for payment means that cash flow is affected and transferred to the following assessment interval.	<p>Performance is measured on a three tier basis: Excellent, Good and Poor.</p> <p>Excellent – no assessment missed in a service year</p> <p>Good – less than two assessments missed in a service year</p> <p>Poor – two or more assessments missed in a service year</p>
Plan / Programme	The timeliness of submission of the <i>Consultant's</i> Plan to GPA Service Manager	Ensure proactive engagement by the <i>Consultant</i> with GPA's Service Manager to ensure the Plan is accepted and provides an accurate representation of progress. An NEC contract without an accepted Plan put a significant burden on the Service Manager to manage the contract and is a situation we want to avoid.	<p>Plans are submitted for acceptance monthly for the duration of the contract. Performance is measured on a three-tier basis: Excellent, Good and Poor.</p> <p>Excellent – All submitted Plans accepted in a service year</p> <p>Good – Plan has not been accepted less than twice in a service year</p> <p>Poor – Plan has not been accepted more than twice in a service year</p>

KPI Theme	What will be measured?	Why this will be measured?	How this will be measured (examples)?
<i>Client</i> Engagement	The extent to which Professional Services partners are being proactive and engaging the client, rather than waiting to be instructed and acting reactively.	Proactivity and engagement of the Professional Services partners is a priority for GPA in line with strategic partnering approach.	This will be in part solution dependent; therefore bidders will propose how this should be measured.
Quality of Deliverables	The extent to which the <i>Consultant</i> provides deliverable right first time	Minimising repeat work is a priority for the GPA as causes a significant resource demand on the client.	This will be in part solution dependent; therefore, bidders will propose how this should be measured.
Unresolved Service Complaints	The extent to which a service complaint raised by the <i>Client</i> remains unresolved for an extended period of time.	Poor quality of service needs to be minimized, and where service complaints are raised they need to be resolved as soon as possible such that they don't lead to formal dispute.	This will be in part solution dependent; therefore, bidders will propose how this should be measured.
Social value	The extent to which suppliers are meeting the social value	It is important to proactively measure social value through a KPI, as there will	To be based on the social value model, aligning with the social value theme and the model award criteria.

KPI Theme	What will be measured?	Why this will be measured?	How this will be measured (examples)?
	commitments made in bids	not be another mechanism in the contract to do this.	

In the event that the *Client* considers that the *Consultant* is not meeting the level of performance required, the *Consultant* and the Service Manager will agree performance improvements for the *Consultant* to implement.

## S 825 *Consultant's* application for payment

### S 825.1 Invoicing

The *Consultant* provides invoices with their application for payment. This includes details of the *service* provided during the *assessment interval* itemised individually for each Task Order and corresponding to the *Consultant's* application for payment.

### S 825.2 Payment

The *Consultant* submits applications for payment before each *assessment date* as per Clause 50.3 to the *Service Manager*. The format of the payment for application will be discussed between the Service Manager and the *Consultant* at the Start Up Meeting.

The application for payment is in the form agreed with the Service Manager at the Start Up Meeting.

As a minimum includes an application will show

- Purchase Order number
- Task Order name and activities delivered
- Deliverables completed and accepted by the *Service Manager*
- Amount applied for
- Resources utilisation
- Defined Cost itemised per activity delivered during the *assessment interval*
- Price of Work Done to Date
- Forecasts of the total Defined Cost and *expenses* for the whole of the service



### S 825.3 Records of expenses

*Expenses* are stated on the *Consultant's* application for payment and reimbursed by the *Client*. The *Consultant* submits invoices, receipts and any other supporting documentation for all expenses incurred with their application for payment.

### S 830 Work Location

The *Client's* offices are located across the UK. The *Consultant* primary work location will be their own offices. The *Consultant* identifies the regional office for each resource identified on the Suitably Qualified and Experienced Register. The *Consultant* travels to the *Client's* regional offices as required to Provide the Service. Task Orders identify the resources required to co-locate to a *Client's* regional office as part of the *Client's* delivery team.

The *Consultant* assigns to each Task resources whose regional office is that closest to the *Client's* regional office for which the Task is provided.

## **S 900 Working with the *Client* and Others**

The *Consultant* works collaboratively with the *Client* and Others to Provide the Service and demonstrates their team working skills and commitment to partnering and collaborative working.

### **S 905 Coordination and cooperation**

The *Consultant* works collaboratively with the *Client's* project delivery teams, in the spirit of mutual trust and cooperation, and uses their best endeavours to encourage collaboration in working with his supply chain and with Others.

The *Consultant* participates in interactive planning sessions held every two weeks following the Contract Date and uses a Common Data Environment (CDE) to enable collaborative working with the *Client's* project delivery team.

The interactive planning sessions are a collaborative tool used to align the agenda and shared objectives, characterised by openness, communication, mutual respect and a focus on business outcomes.

#### **S 905.1 Team Work**

The *Consultant* creates the Programme Charter in consultation with the *Client*, Service Manager and Others and maintains this for the *service period*. The Programme Charter is reviewed and update on a yearly basis and captures the following information:

- Common purpose and goals;
- Clarification of roles;
- Lines of communication; and
- Team focus.

#### **S 905.2 Organisation Charts**

The *Consultant* provides and organisation charts within two weeks of the Contract Date. The organisational chart is reviewed and discussed at the Start-Up meeting. The *Consultant* updates the organisational chart incorporating the comments received at the start up meeting and submits it to the *Service Manager* for acceptance within two weeks. The *Client's* written agreement is obtained before any changes are decided or enacted upon for all those resources shown on the organisation charts.

#### **S 905.3 *Consultant's* team**

The *Consultant* assigns to each Task Order the appropriate resources to deliver the Scope of work. The *Consultant's* administration and control team is identified in Part Two of each Task Order as *key*

*persons*. This includes and is not limited to the following, unless otherwise agreed with the *Service Manager* or identified as not needed in Part 1 of a Task Order.

Role	Requirement
Project Manager,	The <i>Consultant</i> appoints a Project Manager as a single point of contact who is responsible for providing and maintaining administrative and project management services for each Task Order.
Commercial Manager	The <i>Consultant</i> appoints a Commercial Manager as a single point of contact who is responsible for administration of this contract and any Task Order.
Scheduler	The <i>Consultant</i> appoints a Scheduler as a single point of contact who is responsible for providing and maintaining the Plan and Programme for every Task Order.
Design Manager	The <i>Consultant</i> appoints a Design Manager as the point of contact for the delivery of design and interfaces for any Task Order with the <i>Client's</i> Design and Engineering Team.
Risk Manager	The <i>Consultant</i> appoints a Risk Manager as a single point of contact who is responsible for providing and maintaining the Early Warning Register and supporting the Commercial Manager.
Project Administrator, and	The <i>Consultant's</i> Project Manager appoints a Project Administrator to act as a point of contact with the <i>Client's</i> Project Administrator, and supports the <i>Client's</i> Project Administrator to ensure that all applicable policies and procedures are complied with

Information Manager	The <i>Consultant</i> appoints an Information Manager as a single point of contact who is responsible for coordinating and inputting information to the <i>Client's</i> CDE.
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#### S 905.4 Design coordination

The *Consultant* shall manage and ensure that the design is co-ordination by the Design Partner with Others including Cat A Developer, Specialist Services Partner, Project Management Partner and any specialist sub-contractors as required under any Task Order.

The overall design for any Task Order will be coordinated by the Project Management Partner. The *Consultant* will coordinate with the Project Management Partner to ensure that all clashes within their design are resolved. The *Consultant* informs the *Service Manager* of any clashes that the *Consultant* may become aware of during their own independent review of the overall design.

Where required by the *Service Manager*, the *Consultant* works with Others to ensure that interfaces in the design are addressed, and all identified clashes between the *Consultant's* design and design produced by Others are resolved.

#### S 905.5 Interface Management

The *Client's* Team uses a Responsible, Accountable, Support, Consult and Inform (RASCI) Matrix to manage the interface and map the requirements of the members of the IDT within a Project.

The *Consultant* is consulted and informed of specific items within the scope of other members of the IDT and these are identified in the *Client's* RASCI Matrix. The *Consultant* provides the required level of consultation to allow other members to complete their scope of work and uses the information provided to them by other in Providing the Service.

### S 910 Requirements from Others

#### S 910.1 Programme Management Office (PMO) and Work Steam Office (WSO)

The *Client* has existing PMO and WSO support which have been put in place a suite of robust programme management reporting and controls across the programme. The *Consultant* will work with the PMO and WSO to adhere to these existing processes and provide timely, accurate and relevant input as required:

This suite of controls includes, but not limited to:

- Performance management of cost and schedule;
- Cost management;
- Schedule management;
- Issues management;

- Risk management;
- Change management;
- Contract and commercial management of the fit-out framework
- Reporting;
- Quality management;
- Document management.
- *Client* Side Health & Safety Advisor

## S 1000 Services and other things to be provided

S 1005 Services and other things provided by the *Consultant* for the use by the *Client*, *Service Manager* or Others

### S 1010 Services and other things to be provided by the *Client*

The *Client* will provide the *Consultant* with the below services.

#### S 1010.1 Common Data Environment (CDE)

The *Client* provides the *Consultant* with access to and guidance documents on the use of CDE.

#### S 1010.2 Office Space

This includes the below:

- Accommodation including meeting rooms.
- Computer equipment and services.
- Utilities, e.g. water & power.

### S 1015 Provision by Others

### S 1020 Approvals from Others

Stage Gate and Key Stage Approvals are approval to progress gateways at defined points of the project process. The *Consultant* seeks approvals from the required parties as required to Provide the Service and meet the Task Completion requirements in section S735 Task Completion Definition. The *Consultant* coordinated with the *Client's* PMO team to ensure that all requirements of a Stage Gate approval are met and that approval can be obtained as stated in the *Consultant's* programme.

The following table illustrates the approval the *Consultant* may be required to seek, or help the *Client's* Team to seek from Others at key stages of Project Development:

Key Stages	Approval Required From
Regional Strategy	<ul style="list-style-type: none"><li>● GPA Portfolio Committee</li></ul>
Portfolio Strategy	<ul style="list-style-type: none"><li>● GPA Portfolio Committee</li></ul>
Strategic Outline Case	<ul style="list-style-type: none"><li>● GPA Portfolio Committee</li></ul>
Lease Agreement Document (LAD)	<ul style="list-style-type: none"><li>● Project Board,</li><li>● Construction &amp; Property Route to Market Steering Group,</li><li>● Programme Board,</li></ul>

Key Stages	Approval Required From
	<ul style="list-style-type: none"> <li>• Cabinet Office National Spending Control</li> <li>• GPA Investment Committee</li> <li>• GPA Board if &gt;£15m,</li> <li>• HM Treasury if &gt;10m (HM Treasury requires a clear 28 days for approval)</li> <li>• Signed by GPA CEO.</li> </ul> <ul style="list-style-type: none"> <li>• Agreement for Lease signed</li> </ul>
Review Notes	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Construction &amp; Property Route to Market Steering Group,</li> <li>• Programme Board,</li> <li>• GPA Investment Committee</li> <li>• GPA Board if &gt;£15m,</li> </ul>
Full Business Case	<ul style="list-style-type: none"> <li>• Programme Board,</li> <li>• Cabinet Office National Spending Control</li> <li>• GPA Investment Committee</li> <li>• GPA Board if &gt;£15m,</li> <li>• HM Treasury if &gt;10m (HM Treasury requires a clear 28 days for approval)</li> </ul>
Stage Gate 0-7	As further defined in section S 1020.1

### S 1020.1 Stage Gate Approval Requirements

The following table illustrates the approval the *Consultant* may be required to seek, or help the *Client's* Team to seek in order to obtain Stage Gate Approvals for each RIBA Stage.

Stage Gates Approvals	Approval Required From
Stage Gate 0 Project Brief	<ul style="list-style-type: none"> <li>• GPA Portfolio Committee</li> </ul>
Stage Gate 1 Outline Business Case	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme OBC Board</li> <li>• GPA Investment Committee</li> </ul>

Stage Gates Approvals	Approval Required From
	<ul style="list-style-type: none"> <li>• Shared with HM Treasury for information.</li> </ul>
Stage Gate 2  Agreement for Lease (AfL)	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme Board,</li> <li>• GPA Investment Committee,</li> <li>• GPA Board if &gt;£15m,</li> <li>• Cabinet Office National Spending Control,</li> <li>• HM Treasury if &gt;£15m (HM Treasury requires a clear 28 days for approval)</li> <li>• LAD signed by GPA CEO</li> </ul>
Stage Gate 3  Full Business Case	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme Board,</li> <li>• GPA Investment Committee,</li> <li>• GPA Board if &gt; £15m,</li> <li>• Cabinet Office National Spending Control</li> <li>• HM Treasury if &gt; £15m (HM Treasury requires a clear 28 days for approval)</li> </ul>
Stage Gate 4  Cat A Construction Contract Complete or Building Handover for refurbishment projects	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme Board,</li> <li>• GPA Investment Committee</li> </ul>
Stage Gate 5  Cat B Fit Out Construction Contract Complete	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme Board,</li> <li>• GPA Investment Committee,</li> <li>• GPA Board.</li> </ul>
Stage Gate 6  Ready for Service	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme Board.</li> </ul>
Stage Gate 7  Completion + Handover	<ul style="list-style-type: none"> <li>• Project Board,</li> <li>• Programme Board,</li> <li>• GPA Board.</li> </ul>



## S 1020.2 Stage Gate Approval Pack

The following table illustrates the documentation the *Consultant* is required to obtain and consolidate, or help the *Client's* Team to obtain in order to produce the Stage Gate Approval Pack required for each Stage Gate Approval.

Stage Gates Approvals	Stage Gate Approval Pack
Stage Gate 0  Project Brief	1. Project Execution Plan  2. Project Plan  3. Project site (PWA/VfP)  4. Project Communication plan  5. Project Brief approval  6. Security - site visit and confirmation site is suitable for occupation  7. Budget confirmation (seed money)
Stage Gate 1  Outline Business Case	1. RFI  2. RFP  3. Short list options profile  4. Project procurement strategy  5. Project Spend profile  6. Design Strategy  7. Test fit status  8. <i>Client</i> Commitment in Principle Status  9. Security - a. Threat Assessment and Remedial +Analysis (TARA) b. Bomb Blast Assessment (BBA) 10.OBC
Stage Gate 2	1. Heads of Terms agreed,

Stage Gates Approvals	Stage Gate Approval Pack
Agreement for Lease (AfL)	<ol style="list-style-type: none"> <li>2. <i>Client</i> Formal Commitments in place,</li> <li>3. Lease Approvals Document</li> <li>4. National Property Controls Approval,</li> <li>5. HMT Approval and Budget to FBC.</li> <li>6. Cost Plan</li> <li>7. Security - Operating Requirements (Level 1)</li> <li>8. Feasibility Studies</li> <li>9. Agreement for Lease signed</li> </ol>
<p>Stage Gate 3</p> <p>Full Business Case</p>	<ol style="list-style-type: none"> <li>1. Decant Strategy</li> <li>2. Construction Planning</li> <li>3. pre-Occupation Survey (Leesman)</li> <li>4. Cat B RIBA 2 - Concept Design Proposal</li> <li>5. Cat B RIBA 3 - Developed Design Proposal</li> <li>6. Cat B RIBA 3 PCSA</li> <li>7. FM contract</li> <li>8. Cat B RIBA 4 Technical Design Proposal</li> <li>9. Security Operating Requirements (Level 2)</li> <li>10. FBC</li> </ol>
<p>Stage Gate 4</p> <p>Cat A Construction Contract Complete or Building Handover for refurbishment projects</p>	<ol style="list-style-type: none"> <li>1. CAT A Practical Completion,</li> <li>2. CAT B contractor and FM provider on board,</li> <li>3. Utilities ready to commence,</li> <li>4. ICT plan in place,</li> <li>5. CAT C fit-out contract</li> <li>6. Soft Landings plan.</li> <li>7. Security - technical assurance for security</li> </ol>

Stage Gates Approvals	Stage Gate Approval Pack
	assets procured and installed.
Stage Gate 5  Cat B Fit Out Construction Contract Complete	1. ICT - AV layout plan  2. WiFi heat map  3. Building Manual provided  4. CAT B Practical Completion,  5. Soft Landings Plan in place  6. Security - structured handover of security assets to GPA Workplace Services.
Stage Gate 6  Ready for Service	1. ICT testing sign off,  2. CAT C complete  3. Readiness for Service assessment
Stage Gate 7  Completion + Handover	1. Occupation complete,  2. Project finances closed,  3. Benefits management plans handed over and agreed with the business,  4. All outstanding snagging complete  5. Closure Report

## S 1025 Information and other things provided by the *Consultant* at the end of the Service Period

For each building project the *Consultant* provides all records relating to delivery of the contracted provision and all Task Order deliverables for the six months preceding the end of the Service Period and any other item agreed between the *Service Manager* and *Consultant*. This includes:

- Change management records for duration of the contract, including any open changes
- Task order register including records of all outstanding task orders and provide a clear summary for each deliverable as agreed with the *Client* project teams on a

project-by-project basis, including assurances of delivery and date(s) of expected completion.

- Full and complete copies of records for the period from Exit Plan Start Date to Expiry or Termination Date, including all projects still open and in progress (in flight) at Expiry or Termination Date and ensure the records are shared as part of the transition.
- Operational procedures which have been developed by the parties for exclusive use in relation to the contracted provision, including but not limited to:
  - Complaints procedure
  - Monthly spend/project reporting
  - Escalation procedure
- Up to date financial model showing full reconciliation of payments [and deductions] to date, as well as any outstanding payments and invoices due up to the end of the contract.
- Complete compliance documentation, including but not limited to all the outputs from the programme/projects.
- Records for *Consultant's* staff, for the duration of the contracted projects/programmes of works
- Skills/experience records for the duration of the contracted provision
- Supplier team structure and skill levels including numbers of personnel deployed in relation to each aspect of the provision and any changes;
- Details of all Subcontractors which were employed by the Supplier for the provision of the contracted project provision, including:
  - Name of sub-contractor (if applicable)
  - Contact details of sub-contractor (including address, email, telephone and contact names)
  - Types of services provided to the Supplier
  - Duration of the sub-contract
  - All Health and Safety data, including
  - All Health and Safety Plans.
  - Building based risk Assessments (e.g. Water and Fire)

- All Asbestos data (in buildings where asbestos management is specified)
- The data on accidents, near misses and other H&S incidents
- All risk assessments relating to client staff and accommodation
- All Sustainability data, including
- All data gathered for the Government Greening commitment(s)
- Metering and monitoring records
- Energy performance certificates.
- TUPE data for transferring Supplier's personnel.
- All other relevant documents applicable to the building management of the site.

## S 1100 Health and Safety requirements

### S 1105 Health and Safety Requirements

The *Consultant*, and its Subcontractors, Provide the Service in compliance with the *Client's* Health and Safety requirements and any Statutory requirements in force at the time.

### S 1110 Statutory Requirements

The *Consultant* is responsible for coordinating CDM responsibility within the IDT on behalf of the *Client* as follows:

RIBA Stage	Requirement
0	none
1	<ul style="list-style-type: none"><li>● Review client duties and the roles under CDM within the team</li><li>● Confirm the right roles have been put in place to compliantly carry out Principal Designer role for RIBA 1 onwards.</li></ul>
2	<ul style="list-style-type: none"><li>● Review required duties</li><li>● Confirm right people are in place to carry out PD role in RIBA 2</li><li>● Review and communicate Health and Safety Site Information (e.g. asbestos) and coordinate it with Feasibility Studies/Outline designs.</li></ul>
3	<ul style="list-style-type: none"><li>● Review required duties</li><li>● Confirm right people are in place to carry out PD role in RIBA 3: review and communicate Health and Safety Site Information (e.g. asbestos) and coordinate it with Feasibility Studies/Outline designs</li><li>● Initiate the collation, review and distribution of Pre-Construction Information, and establish design risk management processes.</li></ul>
4	<ul style="list-style-type: none"><li>● Review <i>Client</i> and Construction Contractor duties and the roles under CDM within the team.</li></ul>
5	<ul style="list-style-type: none"><li>● Review <i>Client</i> and Construction Contractor duties and the roles under CDM within the team.</li></ul>
6	<ul style="list-style-type: none"><li>● Review <i>Client</i> and Construction Contractor duties and the roles under CDM within the team.</li><li>● Review operational health and safety procedures</li></ul>

	<ul style="list-style-type: none"> <li>• Ensure all design and risk access statements are included in maintenance procedures</li> <li>• Review cleaning procedures in line with manufacturers recommended maintenance procedures and COSHH standards</li> </ul>
7	none

## S 1115 Inspections

The *Client* does not expect to audit the *Consultant's* health and safety procedures.

If it becomes necessary to review or audit the *Consultant* health and safety procedures the *Service Manager* will notify the *Consultant* two weeks of such review or audit. The *Consultant* complies with such request, and makes all records and documents available as practicably necessary to facilitate the review or audit.

## **S 1200 Subcontracting**

### **S 1205 Restrictions or requirements for subcontracting**

Any additional restrictions or requirements placed on the *Consultant's* ability to subcontract work will be notified *Service Manager* to the *Consultant* after the Contract Date.

### **S 1210 Acceptance procedure**

No additional requirements.



## **S 1300 Acceptance or procurement procedure**

### **S 1305 Procurement procedures**

The *Service Manger* notifies the *Consultant* of any procurement procedure that applies to the *service* after the Contract Date.

### **S 1310 Submission and acceptance procedures**

The *Service Manger* notifies the *Consultant* of any submission and acceptance procedure that applies to the *service* after the Contract Date.

## **S 1400 Other requirements of the conditions of contract**

### **S 1405 *Client* use of the material**

The *Client* has the right to use any material produced in fulfilment of the service for:

- The construction activity for any part of the *Client's* estate;
- Application for Funding as needed to complete the Scope;
- In fulfilment of any planning application required to complete the Scope;
- Any other use the *Client* requires in the future.

The *Consultant's* design will be used for:

- the coordination of the overall scheme.
- the fabrication / manufacture / installation / construction of the facilities structure, by the Construction Contractor,
- obtaining planning permission,
- engagement / meetings with building control to demonstrate the design meetings building regulations,
- information sharing with the *Clients*, stakeholders, and Governmental Authorities, and
- will be retained by the *Client* for building records.

### **S 1410 *Consultant* use of the material**

The material produced under these *conditions of contract* are confidential in nature, and as such the *Consultant* is not allowed, unless approved by the *Service Manager*, to replicate, disclose or otherwise use for any other purpose the materials produced in providing this Scope. The *Consultant* complies with their disclosure provisions in clause Z13.

## **S 1500 Accounts and records**

### **S 1505 Additional records**

The *Consultant* keeps and maintains for the *period of retention* stated in the Contract Data full and accurate records and accounts of the operation of this contract including the *services* provided under it, any Subcontracts and the amounts paid by the *Client*.

## **S 1600 Undertakings to the Client or Others**

### **S 1605 Undertakings to Others**

The form of undertakings to Others is attached in Appendix 6.

## **S 1700 Ultimate holding company guarantee**

The form of Ultimate Holding Company Guarantee is attached in Appendix 7.

## **S 1800 Transfer of rights**

S 1805 Exceptions to the *Client's* rights over material prepared for the service

Not applicable

S 1810 Other rights to be obtained by the *Consultant*

Not applicable

## S 1900 Information modelling

### S 1905 Information Model Requirements

The Information Modelling Requirements are found in the following documents:

File Name	Description
B2IM-FNG-XX-XX-SP-IM-000001	B2IM Exchange Information Requirements
B2IM-FNG-XX-XX-SP-IM-000002	B2IM Asset Information Requirement
B2IM-FNG-XX-XX-SP-IM-000003	B2IM Asset Delivery Requirements
B2IM-FNG-XX-XX-SP-IM-000004	B2IM Information Container Naming Conventions
B2IM-FNG-XX-XX-SP-IM-000005	B2IM Information Delivery Plan
B2IM-FNG-XX-XX-SP-IM-000006	B2IM BEP
B2IM-FNG-XX-XX-SP-IM-000007	B2IM High Level Responsibility Matrix
B2IM-FNG-XX-XX-SP-IM-000008	B2IM Information Protocol
B2IM-FNG-XX-XX-SP-IM-000009	Security Management Plan

## **S 2000 Performance bond**

The form of Performance Bond is attached in Appendix 8



## **Appendix 1 - Task Order Template**

## PART ONE – data provided by the *Client*

### 1 General

The Project is

The Task is

The type of  
project is

The location of  
the project is

The *Service Manager* delegates their responsibility for this Task to:

Name

Address for  
Communication

Address for  
Electronic  
Communication

The *Client's* discipline leads applicable to this Task Order are:

Discipline	Name	Address for Communication
Director Capital Projects		
Programme Director		
Project Director		
Stakeholder & Approvals Manager		
Construction Contractor		
PMO		
Design & Engineering		
IT Tech & Data		
Commercial and Procurement		

<i>Client</i> Solutions		
Property		
Finance Workplace Services FM		

The Scope applicable to this Task Order is:

RIBA Stage  As defined in section S 205.2 of the Scope	Applicable (Yes/No)	<i>key date</i> for completion of RIBA Stage as defined in section S 735 of the Scope
RIBA Stage 0		
RIBA Stage 1		
RIBA Stage 2		
RIBA Stage 3		
RIBA Stage 4		
RIBA Stage 5		
RIBA Stage 6		
RIBA Stage 7		

The Additional Scope to be included is:

Scope	Applicable (Yes/No)	<i>key date</i> for completion
Agreement for Lease		
High Security		
Heritage		
Development Manager		

The Additional  
Constraints to be  
included are:

The Additional  
Documents to be  
included are:

---

The following individuals within the *Consultant's* team are required to co-locate with the *Client's* delivery team:

## 2 The *Consultant's* main responsibilities

The *Consultant* prepares forecasts of the Defined Cost for the Task Order at intervals no longer than

## 3 Time

The Task Start Date is

The Task Completion Date is

The *Consultant* submits revised programmes at interval no longer than

The delay damages applicable to this Task Order are

## 4 Payment

The *Consultant's* share percentage and the Task share ranges are

Task share range

*Consultant's* share percentage

less than	<div></div> %	<div></div> %	
From	%	%	%
	t		
	o		
	<div></div>	<div></div>	<div></div>

From

%  
t  
o

%

%

Greater  
than

%

%

---

## 5 Compensation Events

The additional compensation events applicable to this Task Order are:

--

## 6 Liabilities

These are additional *Client's* liabilities applicable to this Task Order are:

--

PART TWO – data provided by the *Consultant*

1 General

The key persons for this Task Order are:

Name (1)

Job

Responsibility

Qualifications

Experience

Name (2)

Job

Responsibility

Qualifications

Experience

Name (3)

Job

Responsibility

Qualifications

Experience

Name (4)

---

Job

Responsibility

Qualifications

Experience

Name (4)

Job

Responsibility

Qualifications

Experience

The Development Manager for this Task is a *key person* and is:

Name

Job

Responsibility

Qualifications

Experience

<input type="text"/>	<input type="text"/>
----------------------	----------------------

2 Time

The Task Order  
programme is



### 3 Price

The Task price  
list is:

The Price for the  
Task is:

## **Appendix 2 – Strategic Partner Charter**

## **Appendix 3 – End to End Processes**

## **Appendix 4 - Gateway Process Capital Projects Handbook**

## **Appendix 5 - PMO Handbook**

## **Appendix 6 – Form of Undertaking to Others**

**Consultant Collateral Warranty**

DATED \_\_\_\_\_ 20[ ]

**[INSERT FULL NAME OF CONSULTANT]**

and

**[INSERT FULL NAME OF BENEFICIARY]**

and

**The Government Property Agency**

**Consultant's Collateral Warranty Agreement**

Relating to **[insert description of Task]**

**THIS DEED** is made on \_\_\_\_\_

**BETWEEN** the following parties whose names, addresses and legal identities are set out in the Appendix to this Deed:

- (1) **CONSULTANT**; and
- (2) **BENEFICIARY**

## **BACKGROUND**

- (A) By the Task Order, the Employer appointed the Consultant to perform the Services in connection with the Task at or in relation to the Site all as described in the Appendix.
- (B) The Consultant has agreed to enter into this Deed for the benefit of the Beneficiary.
- (C) The Beneficiary's interest in the Task Order or the Site is described in the Appendix.

In consideration of the payment of one pound (£1) by the Beneficiary to the Consultant (receipt of which the Consultant hereby acknowledges).

**IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed, unless the context otherwise requires, the words or expressions that begin with capital letters shall have the precise meanings as set out in the Appendix and, in addition, the notes and descriptions set out in the Appendix shall apply to this Deed. Words or expressions that begin with capital letters which are used but undefined in this Deed shall have the same meanings as that defined in the Task Order.
- 1.2 In this Deed, unless the context otherwise requires:
  - 1.2.1 clause headings are inserted for convenience only and shall not affect the construction of this Deed;
  - 1.2.2 references to a paragraph or clause or Schedule or Appendix are references to a paragraph or clause or Schedule or Appendix in or to or of this Deed;
  - 1.2.3 references to includes and including shall be construed without limitation;
  - 1.2.4 any term importing gender shall include any gender and references to persons shall, where the context so requires, include individuals, bodies corporate, unincorporated associations, partnerships, a firm or any entity having legal capacity; and
  - 1.2.5 a reference to a party or the parties is a reference to a party or the parties to this Deed and references to a party shall include its successors in title and permitted assigns.



1.3 Where a party comprises two or more persons;

1.3.1 any obligations on the part of that party contained or implied in this Deed are deemed to be joint and several obligations on the part of those persons; and

1.3.2 references to that party include references to each and any of those persons.

## **2 WARRANTY**

2.1 The Consultant warrants and undertakes to the Beneficiary that it has carried out and completed or will carry out and complete the duties and obligations on its part to be performed under and in connection with the Task Order with all due diligence in accordance with and subject to the terms of the Task Order.

2.2 Without derogation from clause 2.1, the Consultant warrants that in performing the Services it has exercised and will continue to exercise the reasonable skill, care and diligence to be expected of a professional consultant of the relevant discipline specified in the Appendix having experience of projects of a similar nature, size and complexity to the Task.

2.3 The Consultant warrants that it has exercised and will continue to exercise the standard of care required by clause 2.2 above, to see that it has not (to the extent that the Consultant is required to do so when performing the Consultant's Services) specified, approved or authorised for use any materials which by their nature or application contravene any British Standard or Code of Practice current at the date of specification or which at the time of specification, approval or authorisation are generally known by members of the construction industry to be deleterious to health and safety or to the durability of buildings and/or structures and/or finishes and/or plant and machinery in the particular circumstances in which they are specified, approved or authorised for use or which are not in accordance with the guidelines contained in the edition of the publication 'Good Practice in the Selection of Construction Materials' published by the British Council of Offices and the BRE Digest current at the date of specification, approval, authorisation for use or use.

2.4 The Consultant agrees that it owes a duty of care to the Beneficiary and acknowledges that the Beneficiary shall have relied upon and shall continue to rely on the proper performance by the Consultant of the Consultant's obligations and duties under the Task Order.

2.5 The Consultant shall owe no duty, obligation or liability to the Beneficiary which is greater or of longer duration than it would owe to the Beneficiary if the Beneficiary had been named as joint client with the Employer under the Task Order and the Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any term in the Task Order and to raise the equivalent rights in defence of liability as it would have against the Beneficiary under the Task Order had the Beneficiary been named as joint client with the Employer under the Task Order BUT DISREGARDING FOR THE PURPOSES OF THIS DEED any right of set-off or counterclaim that the Consultant has or may have under the Task Order.

## **3 PROFESSIONAL INDEMNITY INSURANCE**

- 3.1 The Consultant shall for as long as the Consultant is liable under this Deed maintain a policy of professional indemnity insurance (so long as such insurance is generally available in the market at commercially reasonable rates and on reasonable terms) with a reputable insurer or underwriter of the type and with a limit of indemnity of not less than the amount and of the type specified in the Appendix or if no amount and type is specified then with a limit of indemnity of not less than **[insert details] [for each and every claim or series of claims arising out of any one event]** in any one period of insurance.
- 3.2 Within five (5) Working Days' of receiving a request to do so, the Consultant agrees to provide the Beneficiary with evidence (such as a copy of a letter from its insurance brokers or an insurance verification certificate) that such policy of insurance is being maintained and is in force and the premium for the current period of insurance has been paid.

#### 4 **ASSIGNMENT**

- 4.1 The Beneficiary may assign the benefit of this Deed:
- 4.1.1 on two occasions to any person with an interest in the Task or the Site or any part of them; and
  - 4.1.2 without counting as an assignment under clause 4.1.1:
    - (a) by way of security to a person providing finance in connection with the Task or the Site or any part of them (including but not limited to any reassignment on redemption of security); or
    - (b) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.
- 4.2 The Consultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with this clause is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening), by reason that such person is an assignee and not a named promisee under this Deed or by reason that the Beneficiary or any intermediate beneficiary escaped any loss by reason of the disposal of any interest in the Task or that the Beneficiary or any intermediate beneficiary has not suffered any or as much or a different loss as such assignee.

#### 5 **COPYRIGHT**

- 5.1 The Consultant, the Consultant hereby grants to the Beneficiary an irrevocable, royalty-free, non-exclusive licence to use and reproduce the Copyright Material for any and all purposes relating to the Task and such other purposes as may be reasonably foreseeable. This licence shall include the right to grant sub-licences in the terms of this licence and shall be transferable to third parties without the Consultant's consent. To the extent that the Consultant does not have ownership of the copyright in the Copyright Material the Consultant shall procure from the copyright owner a licence with full title guarantee to the Beneficiary in respect of the Copyright Material in the same terms as set out in this clause.

- 5.2 The Consultant shall not be liable for any use by the Beneficiary or its appointees of any of the Copyright Material for any purpose other than that for which the Copyright Material was prepared and provided by the Consultant or as may be reasonably foreseeable.
- 5.3 The Consultant agrees that the Consultant has not and will not produce, specify or employ any Copyright Material in breach of any copyright, patent or other right of any third party and the Consultant agrees to be liable to the Beneficiary for any and all claims, demands, costs, losses and expenses which the Beneficiary suffers or incurs in connection with such breach.
- 5.4 Provided the Beneficiary agrees to pay the Consultant's reasonable copying charges, the Consultant will at any time provide to the Beneficiary on the Beneficiary's request with copies (in hard copy, CAD format, electronic format and such other format as the Beneficiary may reasonably require) of the Copyright Material and any other information, correspondence and documentation the Consultant has prepared in connection with the Task and the Consultant agrees not to exercise any lien for any reason which the Consultant might otherwise be entitled to exercise over the Copyright Material.
- 5.5 The Consultant hereby waives and agrees not to assert any moral rights in the Copyright Material granted pursuant to the Copyright Designs and Patents Act 1988.

## **6 EXTRANEIOUS RIGHTS**

- 6.1 This Deed shall not negate nor diminish any duty or liability otherwise owed by the Consultant to the Beneficiary.
- 6.2 No approval or inspection of the Task or of any designs or specifications nor any testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate or diminish any duty or liability of the Consultant arising under this Deed.
- 6.3 The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Consultant including without prejudice to the generality of the foregoing any remedies for negligence.

## **7 LIMITATION PERIOD**

- 7.1 The statutory period of limitation in respect of the Consultant's liability under this Deed pursuant to the Limitation Act 1980 (as may be amended) shall not apply and the contractual limitation period shall extend until the expiration of twelve (12) years after the date of practical completion of the Task.

## **8 NOTICES**

- 8.1 Any notice to be given under or in connection with this Deed shall be sent to the relevant party's Contact Details. Any notice not given or sent to the relevant party's Contact Details shall be of no effect.
- 8.2 Subject to clause 8.3, in the absence of evidence of earlier receipt a notice is deemed to be received:

8.2.1 if delivered personally when left at the address referred to in the relevant party's Contact Details;

8.2.2 if sent by post two (2) Working Days after posting it.

8.3 In the case of a notice given pursuant to this clause 8 where this occurs:

8.3.1 after five (5) p.m. on a Working Day; and/or

8.3.2 on a day which is not a Working Day

THEN the date of service shall be deemed to be the next Working Day.

## **9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

9.1 Except as expressly set out in this Deed, nothing in this Deed shall confer any right pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party to it.

## **10 COUNTERPARTS**

10.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed. No counterpart shall be effective until each party has executed at least one counterpart.

10.2 Transmission of the executed signature page of a counterpart of this Deed by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

## **11 NOT USED**

## **12 GOVERNING LAW AND JURISDICTION**

12.1 This Deed shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction (except for the purposes of enforcement of an English court judgment or order in another jurisdiction) with regard to all matters arising from it.

## **13 FURTHER WARRANTIES**

13.1 If it states in the Appendix that this clause 13 is to apply, then the provisions of clause 13 shall apply to this Deed. If it states in the Appendix that clause 13 does not apply, then this clause 13 shall be of no effect.

13.2 Not later than twenty-eight (28) days after receiving a written request from the Beneficiary to do so, the Consultant shall execute and deliver to the Beneficiary a deed or deeds of collateral warranty in favour of any third party or third parties nominated by the Beneficiary in the terms of this Deed, mutatis mutandis (and with the relevant contract particulars completed in the

Appendix) but excluding this clause 13 and PROVIDED ALWAYS that the Consultant shall not be required to execute and deliver more than the number of deeds of collateral warranty specified in the Appendix pursuant to this clause.

**IN WITNESS** the parties hereto have executed this document as a deed and delivered it on the date written above.

**[Note: insert execution blocks prior to engrossment of separate collateral warranties]**

## APPENDIX TO THE CONSULTANT'S COLLATERAL WARRANTY

Clause/ref	Item	Meaning
Parties	Full name of Consultant	<b>[insert full name of Consultant] (company no. [insert company number or number of LLP])(Registered Office – [insert registered office address])OR [insert full names of ALL the partners]carrying on business together in partnership under the name of [insert full trading name of partnership] whose principal place of business is at [insert principal office address]</b>
Parties	Full name of Beneficiary	<b>[insert beneficiary details]</b>
Recitals	Employer	<b>The Government Property Agency</b> (on behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency) of 23 Stephenson Street (9th floor) Birmingham, B2 4BH
Recitals	Services	The services the Consultant agreed to perform under the Task Order.
Recitals	Site	<b>[insert description of building/location]</b>
Recitals	Task	<b>[insert a description of the Task]</b>
Recitals	Description of the Beneficiary's interest in the Task or the Site	<b>[insert brief description of the Beneficiary's interest in the Task].</b>
Recitals	Task Order	A contract between the Employer and the Consultant dated <b>[insert date]</b> by which the Consultant was appointed to provide services as <b>[insert discipline]</b> , together with any variation or modification to it.
2.2	Consultant Discipline	<b>[insert discipline]</b>
5	Copyright Material	Any and all documents and information (whether in hard copy, digital or electronic format and whether in existence as at the date of this Deed or yet to be created) including but not limited to reports, drawings, plans, surveys, specifications, minutes and calculations produced or prepared by the Consultant or on its behalf in connection with the Task or the Site or as part of the Services.
3.1	Professional Indemnity Insurance	<b>Redacted under FOIA Section 43, Commercial Interests</b>

Clause/ref	Item	Meaning
8	Contact Details	<b>Beneficiary:</b>  Address: <b>[insert address]</b>  FAO: <b>[insert name/job title]</b>
		<b>Consultant:</b>  Address: <b>[insert address]</b>  FAO: <b>[insert name/job title]</b>
		<b>Employer:</b>  Address: <b>[insert address]</b>  FAO: <b>[insert name/job title]</b>
	Working Day	Any weekday which is not a Bank Holiday, National Construction Industry Holiday or other National Public Holiday.
13.1	Further warranties	<b>[applies/does not apply]</b>
13.2	Maximum number of warranties	<b>[insert number]</b>

## **Appendix 7 – Form of Ultimate Holding Company Guarantee**



DATED \_\_\_\_\_ 20[ ]

**[INSERT FULL NAME OF CONSULTANT]**

and

**THE GOVERNMENT PROPERTY AGENCY**

**PARENT COMPANY GUARANTEE OF CONSULTANT'S  
OBLIGATIONS**

Relating to **[insert description of Task]**

**THIS DEED OF GUARANTEE** is made on \_\_\_\_\_ 20[1]

**BETWEEN** the following parties whose names, addresses and legal identities are set out in the Appendix to this deed of Guarantee:

(1) **GUARANTOR**; and

(2) **EMPLOYEE**

## **R BACKGROUND**

(A) By the Task Order, the Employer appointed the Consultant, to carry out and complete the Task Order at the Site all as described in the Appendix.

(B) The Guarantor (being the parent company of the Consultant) has agreed to guarantee the due performance by the Consultant of its duties and obligations under the Task Order.

In consideration of the payment of ten pounds (£10) by the Employer to the Guarantor (receipt of which the Guarantor hereby acknowledges).

**IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATIONS**

1.1 In this deed, unless the context otherwise requires, the words or expressions that begin with capital letters shall have the precise meanings as set out in the Appendix and, in addition, the notes and descriptions set out in the Appendix shall apply to this deed. Words or expressions that begin with capital letters which are undefined in this deed shall have the same meanings as that defined in the Task Order.

1.2 In this deed, unless the context otherwise requires:

1.2.1 clause headings are inserted for convenience only and shall not affect the construction of this deed;

1.2.2 references to a paragraph or clause or Schedule or Appendix are references to a paragraph or clause or Schedule or Appendix in or to or of this deed;

1.2.3 references to includes and including shall be construed without limitation;

1.2.4 any term importing gender shall include any gender and references to persons shall, where the context so requires, include individuals, bodies corporate, unincorporated associations, partnerships, a firm or any entity having legal capacity;

1.2.5 a reference to a party or the parties is a reference to a party or the parties to this deed and references to a party shall include its successors in title and permitted assigns;

1.2.6 a reference to any agreement or document howsoever characterised shall (unless expressly provided otherwise in this deed) be construed as a reference to that agreement or document as the same may be or may have been amended, supplemented, restated, novated and/or replaced from time to time in each case as permitted by the relevant agreement;

1.2.7 a reference to any enactment shall be deemed to include references to such

enactment as re-enacted, amended or extended for the time being;

1.2.8 a reference to an asset includes any present and future asset, revenue, property or right and includes uncalled capital.

1.3 Where a party comprises two or more persons:

1.3.1 any obligations on the part of that party contained or implied in this deed are deemed to be joint and several obligations on the part of those persons; and

1.3.2 references to that party include references to each and any of those persons.

1.4 Each undertaking of the Guarantor contained in this deed must be complied with at all times during the security period and if given by the Guarantor for the benefit of the Employer.

## **2 GUARANTEE**

2.1 The Guarantor guarantees the due and punctual performance by the Consultant of the Consultant's duties and obligations to the Employer under the Task Order.

2.2 If the Consultant fails to observe or perform any of its duties or obligations to the Employer under the Task Order, or if the Consultant fails to pay any sum, loss, debt, damage, interest, cost or expense due from the Consultant to the Employer under or in connection with the Task Order, the Guarantor shall be liable to the Employer for all loss, debt, damage, interest, cost and expense incurred by the Employer by reason of such failure or non-payment and shall pay to the Employer, subject to any deduction or set-off to which the Consultant would be entitled, the amount of that loss, debt, damage, interest, cost and expense.

2.3 If the Consultant suffers an insolvency event or if the Employer terminates the Consultant's employment under the Task Order, the Guarantor shall be liable to the Employer for all such loss, debt, damage, interest, cost and expense incurred by the Employer by reason of such termination and for which the Consultant would have been responsible in accordance with the Contract subject to any deduction or set-off against the amount of that loss, debt, damage, interest, cost and expense that the Consultant would have been entitled to claim in accordance with the Contract.

2.4 In the event that the Guarantor does not perform or procure the performance of its obligations under this deed, the Employer shall have the right at its sole option to engage another Consultant other than the Guarantor or any nominee of it to complete the Task Order and the Guarantor undertakes to pay any reasonable and fully mitigated and substantiated additional costs thereby incurred by the Employer.

2.5 The Employer shall not be obliged before enforcing this guarantee to enforce any other security held by it in respect of the obligations of the Consultant under the Task Order.

## **3 AMENDMENTS TO THE TASK ORDER**

3.1 The Task Order may be modified, amended or supplemented in any way without the Guarantor's consent. The Guarantor's liability under this deed (which includes the Consultant's duties, obligations and liabilities under the Task Order as modified, amended or supplemented) shall not be affected (save to the extent that the same affects the liability of the Consultant under the Task Order) by:

- 3.1.1 any such modification, amendment or supplement; or
- 3.1.2 any invalidity, avoidance or termination of the Task Order; or
- 3.1.3 any waiver, concession, allowance of time, compromise or forbearance given to, or made with, the Consultant. The terms of this deed shall apply to the terms of any such compromise as they apply to the Task Order.

#### **4 EMPLOYER DOES NOT HAVE TO PURSUE CONSULTANT**

- 4.1 Following any breach of the terms of the Task Order by the Building Consultant, the Employer does not have to pursue any remedy against the Consultant before proceeding against the Guarantor under this deed.
- 4.2 If the Employer brings any proceedings against the Consultant in respect of its obligations under the Task Order, and provided that the Employer has given notice to the Guarantor of the proposed proceedings and allowed the Guarantor the opportunity to be joined in the same, the Guarantor will be bound by any findings of fact, interim or final award or judgement made by the court in such proceedings save that the Employer shall not be liable to the Guarantor for its costs incurred by such election.

#### **5 INSOLVENCY OF CONSULTANT**

- 5.1 Without affecting clause 2.3, if the Consultant suffers an insolvency event that shall not affect or reduce the Guarantor's liability under this deed.

#### **6 PRIORITY OF CLAIMS AGAINST THE CONSULTANT**

- 6.1 As long as any liability incurred by the Consultant to the Employer guaranteed under this deed remains unsatisfied, the Guarantor shall not, in respect of any payment made or liability arising under this deed, effect (or try to effect) any recovery from the Consultant, whether by receipt of money, set-off, proof of debt, enforcement of security or otherwise.

#### **7 LIMIT OF LIABILITY**

- 7.1 Without affecting clause 2.3 and clause 5.1, the Employer may not recover any more under this deed in respect of any matter than the Employer would be entitled to recover from the Consultant in respect of that matter, net of any set-off. The Guarantor will be entitled in any proceedings brought by the Employer under this deed to take advantage of any defences which would be available to the Consultant in any proceedings brought by the Employer under the Task Order. The Guarantor shall be released and discharged from its obligations under the guarantee when the Consultant's obligations and liabilities cease under the Task Order.

#### **8 ASSIGNMENT**

- 8.1 The Employer may with the consent of the Guarantor (which shall not be unreasonably withheld or delayed) assign or charge the benefit of this deed to any third party to whom the Task Order may be assigned. Such assignment or charge shall not release the Guarantor from liability under this deed. The Employer shall notify the Guarantor in writing of any assignment.
- 8.2 The Guarantor and the Consultant may not assign or charge the benefit of this deed without the Employer's written consent.
- 8.3 The Guarantor shall not contend that any person to whom the benefit of this deed is assigned under clause 8.1 may not recover any sum under this deed because that person is an assignee and not a named party to this deed.

9        **SINGLE AND PARTIAL EXERCISE**

- 9.1        No single and partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other such right power or privilege by the Employer.

10       **SERVICE OF NOTICE**

- 10.1       Any notice to be given under or in connection with this deed shall be sent to the relevant party's Contact Details. Any notice not given or sent to the relevant party's Contact Details shall be of no effect.

- 10.2       Subject to clause 10.3, in the absence of evidence of earlier receipt a notice is deemed to be received:

10.2.1    if delivered personally when left at the address referred to in the relevant party's Contact Details;

10.2.2    if sent by post two (2) Working Days after posting it; and

- 10.3       In the case of a notice given pursuant to this clause 10 where this occurs:

10.3.1    after five (5) p.m. on a Working Day; and/or

10.3.2    on a day which is not a Working Day

THEN the date of service shall be deemed to be the next Working Day.

11       **WARRANTIES**

- 11.1       The Guarantor warrants and confirms to the Employer that:

11.1.1    it is a private limited company duly incorporated and validly existing under the laws England and Wales;

11.1.2    it has the power to enter into this deed and to perform the obligations expressed to be assumed by it or contemplated by this deed;

11.1.3    it has been duly authorised to enter into this deed;

11.1.4    it has taken all necessary corporate action to authorise the execution, delivery and performance of this deed;

11.1.5    any obligations expressed to be assumed by it in this deed are legal and valid obligations binding on it and enforceable in accordance with the terms thereof (subject to general principles or equity and to bankruptcy and insolvency laws of general application);

11.1.6    it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which may have a material effect on its ability to perform under this deed;

11.1.7    the execution of this deed does not contravene any charge, mortgage, lease, loan, facility or other agreement nor does it contravene any of the provisions of its own

constitution; and

11.1.8 its payment obligations under this deed rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

11.2 The Guarantor warrants and confirms to the Employer that it has not entered into this deed by any representation, warranty or undertaking made by or on behalf of the Employer (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this deed.

## **12 LIMITATION PERIOD**

12.1 The statutory period of limitation in respect of the Guarantor's liability under this Deed pursuant to the Limitation Act 1980 (as may be amended) shall not apply and the limitation period shall extend until the expiration of twelve (12) years after the date of practical completion of the Works.

## **13 SEVERABILITY**

13.1 If any term or condition of this deed is for any reason held to be illegal invalid ineffective inoperable or otherwise unenforceable by law it shall be severed and deemed to be deleted from this deed and the validity and enforceability of the remainder of this deed shall not be affected or impaired in any way and shall remain in full force and effect. If any provision of this deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or modified, the provision in question shall apply with such modification as may be necessary to make it valid.

## **14 WAIVER**

14.1 The rights of the Employer under this deed may be waived only in writing and specifically, and any delay in exercising or non-exercise of any right is not a waiver of that right.

## **15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

15.1 Except as expressly set out in this deed, nothing in this deed shall confer any right pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party to it.

## **16 COUNTERPARTS**

16.1 This deed may be executed in any number of counterparts each of which when executed and delivered shall constitute an original of this deed but all the counterparts shall together constitute the same deed. No counterpart shall be effective until each party has executed at least one counterpart.

## **17 GOVERNING LAW AND JURISDICTION**

17.1 This deed shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction (except for the purposes of enforcement of an English court judgment or order in another jurisdiction) with regard to all matters arising from it.

**IN WITNESS** the parties hereto have executed this document as a deed and delivered it on the date written above.

**[INSERT EXECUTION BLOCKS]**

## APPENDIX

**“Task Order”** means the Task Order the Employer has used to appoint the Consultant to carry out the Works.

**“Consultant”** means [insert full name of Consultant] (company no. [insert company number or number of LLP])(Registered Office –[insert registered office address])OR [insert full names of ALL the partners]carrying on business together in partnership under the name of [insert full trading name of partnership] whose principal place of business is at [insert principal office address]

**“Employer”** means The Government Property Agency (on behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency) of 23 Stephenson Street (9th floor) Birmingham, B2 4BH.

**“Guarantor”** [insert Guarantor details]

**“Site”** means [insert description of Site/location of Task]

**“Task”** means [insert description of Task]



## **Appendix 8 – Form of Performance Bond**

## ABI model form of bond (as amended)

in relation to [insert description of Task]

dated [ ]

The Guarantee Bond is made as a deed between the following parties whose names and registered office addresses are set out in Schedule to this Bond (the “**Schedule**”)

- (1) The **Consultant** as principal
- (2) The **Guarantor** as guarantor, and
- (3) The **Employer**

### Introduction

- (A) By an agreement (the “**Task Order**”) entered into or to be entered into between the Employer and the Consultant particulars of which are set out in the Schedule, the Consultant has agreed with the Employer to provide the services as more particularly set out in the task (the “**Task**”) upon and subject to the terms and conditions therein set out
- (B) The Guarantor has agreed with the Employer at the request of the Consultant to guarantee the performance of the obligations of the Consultant under the Task Order upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2
- (C) In this Guarantee Bond, unless the context otherwise requires, the words or expressions that begin with capital letters shall have the precise meanings as set out in the Schedule and, in addition, the notes and descriptions set out in the Schedule shall apply to this deed. Words or expressions that begin with capital letters which are undefined in this deed shall have the same meanings as that defined in the Task Order.

### Now this deed witnesses as follows:

- 1 The Guarantor guarantees to the Employer that in the event of a breach of the Task Order by the Consultant and/or on the occurrence of an Insolvency Event the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Employer either as agreed between the Consultant and the Employer or as agreed in accordance with clause 10 or as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Task Order and taking into account all sums due or to become due to the Consultant.
- 2 The maximum aggregate liability of the Guarantor and the Consultant under this Guarantee Bond shall not exceed the sum set out in the Schedule (the “**Bond Amount**”) but subject to such limitation and to clause 4 the liability of the Guarantor shall be as primary obligor.
- 3 The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Task Order or in the extent or nature of the Task and no allowance of time by the Employer under or in respect of the Task Order or the Task (where appropriate) shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond. No invalidity of the Task Order or its avoidance or termination shall affect or impair the liability of the Guarantor under this Guarantee Bond and the Guarantor's liability

under this Guarantee Bond shall not be affected or reduced by the occurrence of an Insolvency Event of the Consultant.

- 4 Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any Insolvency Event and/or breach of the Task Order which has occurred and in respect of which a claim in writing containing particulars of such Insolvency Event and/or breach has been made upon the Guarantor before Expiry.
- 5 The Consultant having requested the execution of this Guarantee Bond by the Guarantor undertakes with the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Consultant) to perform and discharge the obligations on its part set out in the Task Order.
- 6 This Guarantee Bond and the benefit thereof shall be capable of being assigned without the prior written consent of the Guarantor and the Consultant to a party to whom the benefit of the Task Order has been assigned.
- 7 The parties to this Guarantee Bond do not intend that any of its terms will be enforceable by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it save for permitted assignees pursuant to clause 6.
- 8 This Guarantee Bond shall be governed by and constructed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.
- 9 The Employer shall not be obliged to pursue any means of recourse against the Consultant before being entitled to enforce this Guarantee Bond against the Guarantor **provided that** if the Employer does seek recourse against the Consultant before seeking recourse under this Guarantee Bond any money judgement of the court or arbitrator's award or decision of an adjudicator against the Consultant in favour of the Employer under the Task Order shall be conclusive evidence for the purposes of this Guarantee Bond as to any liability of the Consultant to which such judgement award or decision relates (unless and until the same is set aside by any competent tribunal).
- 10 In the event of the Consultant suffering/being subject to an Insolvency Event the Employer's loss shall be determined by a quantity surveyor who shall be agreed between the Employer and the Guarantor (or in default of agreement within 28 days, such quantity surveyor as shall be appointed by the president for the time being of the Royal Institution of Chartered Surveyors) who shall act as an expert and not arbitrator.
- 11 Any payment by the Guarantor to the Employer pursuant to clause 10 shall be an interim payment on account of any further sums due and payable pursuant to clause 1.
- 12 If following payment by the Guarantor pursuant to clause 10 and following completion of the Task it shall be ascertained pursuant to the Task Order that the amount paid by the Guarantor:
  - 12.1 exceeds the sums due to the Employer from the Consultant in accordance with clause 1 and providing that the excess has not been repaid to the Consultant the Employer shall forthwith repay such excess to the Guarantor; or

- 12.2 is less than the sums due to the Employer from the Consultant and provided the shortfall has not been paid to the Employer the Guarantor shall forthwith pay that shortfall to the Employer.
- 13 Any demand or notice under this Guarantee Bond shall be served personally, by first class post and shall be sent to the Guarantor at [REDACTED] or to such other address within the United Kingdom as the Guarantor may have previously notified in writing to the Employer. Any demand or notice if delivered personally shall be deemed to have been served at the time of delivery or, if sent by post, shall be deemed to have been served on the second business day following posting.

## THE SCHEDULE

The Consultant:	<b>[insert Consultant name]</b> (registered in England and Wales with company number <b>[insert company number]</b> ) whose registered office is <b>[insert registered office]</b>
The Guarantor:	<b>[ ]</b> whose registered address for service is at <b>[ ]</b>
The Employer:	<b>The Government Property Agency</b> (on behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency) of 23 Stephenson Street (9th floor) Birmingham, B2 4BH
The Task Order:	An agreement dated the <b>[ ]</b> day of <b>[ ]</b> to be entered into between the Employer and the Consultant for the provision of services comprising <b>[ ]</b> for the tendered Prices of £ <b>[insert numbers]</b> ( <b>[insert words]</b> pounds)
The Bond Amount:	The sum of £ <b>[insert numbers]</b> ( <b>[insert words]</b> pounds)
The Expiry Date:	The date of Task Completion under the Task Order which shall be conclusive for the purposes of this Guarantee Bond.
Insolvency Event:	<p>Where the Consultant is:</p> <ol style="list-style-type: none"><li>1. a company on the passing of a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Consultant) or a court making an order to that effect; or</li><li>2. a partnership, on its dissolution; or</li><li>3. either a company or a partnership or an individual on ceasing to carry on its business or substantially the whole of its business, becoming or being declared insolvent or committing any act of bankruptcy or convening a meeting of or making or proposing to make any arrangement or composition with its creditors or the appointment of a liquidator, administrator (whether by the court or otherwise), administrative receiver, receiver, administrative trustee or similar officer over any of its assets.</li></ol>

**IN WITNESS** whereof the Guarantor and the Consultant have executed and delivered this Guarantee Bond on the date written above.

**[INSERT EXECUTION BLOCKS]**

### **SCHEDULE 3**

#### **Short Schedule of Cost Components**

**Redacted under FOIA section 43, Commercial Interests**

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## **SCHEDULE 4**

### **Programme level support - Activity Schedule**

**Redacted under FOIA section 43, Commercial Interests**

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